EXHIBIT A

CERTIFICATE OF INSURANCE

Certificate issued to BANK OF AMERICA NT & SA 110 E. WEBER STOCKTON, CALIFORNIA					Name and address of Insured STOCKTON PLATING, INC., ETAL 632 SO. EL DORADO STREET STOCKTON, CALIFORNIA					
Perils insured X Fire and L X Extended V Vandalism	ightning Coverage	ıs Mischie	:f		Sprinl	kler L	eakage	\$ 100 EACH		actible, applying to
Location of pr (1) PER (2) (3) (4)	roperty cov SCHEDUI		LOCAT	IONS	ATTAC	CHED	•			
Policy Number		Insure	er		From	Ter	m To	Cover Loca	age & tions	Amount of Insurance
PYA 920360	ROYAL	GLOBE	INS.	co.	4/1/7	6 4	/1/79	BL-B	8-A	363,000.
			,							
BL—Blar R —Repeshov	cific insura nket insura orting form vn is limit o ributing ins	nce —amoun of liability			E —E	ilding quipme quipme	(s) & Eq	uipment ock	2 3 4	Location #1 Location #2 Location #3 Location #4 All locations
Lenders cancellation Other pay Policies cont	ion is receiv yee clause (ain clause	ble Endo yed by ler (copy atta indicated	rsement ider) iched to above.	t (polic this C	y contir Certificat	nues ir .e)	n force 1	l0 days af	ter writ	ten notice of
is issued, un	ess otnerw	ise noted	netow.							

I certify that the above described policies exist and cover only in accordance with the policy terms.

PETRANO BROTHERS & COMPANY, P. O. BOXT897, STOCKTON, CA. 95204

ROYAL GLOBE INS. CO., 2422 ARDEN WAY, SACRAMENTO, CA. 95825

THIS CERTIFICATE IS FOR INFORMATION ONLY; IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN, AND AS IT STANDS AT THE DATE OF THIS



ITEM

₩O.

1

2

3

60,000.

10,000.

Section as # at 210 2 v - 00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 3 of 104

SCHEDULE OF ITEMS

FIRE AND EXTENDED COVERAGE INSURANCE (BUSINESS INCOME)

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(\$), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

AMOUNT OF INSURANCE	% OF COINS.	DESCRIPTION AND LOCATION OF PROPERTY COVERED ISHOW CONSTRUCTION, TYPE OF ROOF AND OCCUPANCY OF BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED
10,000.	***	BLANKET ON EXTRA EXPENSE
		1) 642 SO. EL DORADO ST., STOCKTON, CA. 2) 632 SO. EL DORADO ST., STOCKTON, CA. 3) ADJ. 632 SO.EL DORADO ST., STOCKTON, CA. 4) 632 1/4 SO. EL DORADO ST., STOCKTON, CA. 5) 632 SO. EL DORADO ST., STOCKTON, CA. 6) 642 SO. EL DORADO ST., STOCKTON, CA. 7) W. 642 SO. EL DORADO ST., STOCKTON, CA. 8) W. 50 FT642 SO. EL DORADO ST., STOCKTON, CA. 9) ADJ. LEFT 642 SO. EL DORADO ST., STOCKTON, CA. 12) 305 GOLDEN LANE, RENO, NEVADA

104 E. SCOTTS

319 3RD STREET

STOCKTON, CALIFORNIA

BRODERICK, CALIFORNIA

78DNS(7/70)

attached hereto

Attach Coverage Form(s) Here

EXTRA EXPENSE

EXTRA EXPENSE

SITUATED:

SITUATED:

of 104

		KEVI AND ENTACT-PHYSA LIMB SENTED DOCUMENT T-T E	-lied/03/03/21 Page 4 of 104
1	NAL GIA	Type policy number only, in this section above the heavy line, IF issued	d with policy and attachment stated in policy declarations
/		Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations.	COUNTERSIGNED BY:
	WSURANCE !	Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement	
	<u></u>	but at the same time or hour of the day as the policy became effective.	AUTHORIZED REPRESENTATIVE
	COMPANY		

COUNTERSIGNED	BY:		
	AUTHORIZED	REPRESENTATIVE	

PRODUCER CODE		ADDITIONAL PREMIUM	ENDORSEMENT EFFECTIVE DATE	(MO., DAY,		POLICY			
	Named Insured (and address, zip code when necessary	for mailing)	P	roducer (and	address, z	rip code,	for ma	eiling)	
1			<u></u>						

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPER'S INSURANCE

BRODERICK, CA.

each occurrence

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

- 1. With respect to the insurance provided by this endorsement, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:
 - This insurance does not apply to liability assumed by the insured under any contract or agreement.
- 2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

CONTRACTUAL LIABILITY IN	ANCE (BI	anket Coverage)	Filed 02/0	3/21—Page	E of 104	
Type policy number only, ins declarations.	ition abov	e the heavy line	, IF issue. W	in blicy and	attachment sta	led in polic
Unless otherwise stated, this endorsement attached as of issue, providing such attached as of issue attached attached as of issue attached as of issue attached attached attached as of issue attached attach	achment is star ssued for attac	ted in the policy dec- chment to and forms a		AUTUODITEO	REPRESENTATIVE	
Standard Time as stated in the policy.		DOITIONAL PREMIUM	END FFF DATE	(MO., DAY, YR.)	POLICY NUMBER	
	9			, , , , , , , , , , , , , , , , , , ,	PYA 92 0	3 60
Named Insured (and address when r	necessary for a	nailing)	<u> </u>	Producer (and	address for mailing	
Trained models (and address when t	ioccoduly for i		۲	7 1000001 (u.i.e		• 7
L			L			L.
Schedule						
The insurance afforded for contractual liability is only will limit of the company's liability against each such coverage.	th respect to s ge shall be as	uch of the following stated herein, subjec	Coverages as are t to all the terms	indicated by en of this policy ha	try of limits of liab aving reference ther	ility below. T
COVERAGES					LIABILITY	
Contractual Bodily Injury Liability			500,00	0		
Contractual Property Damage Liability			500,00		500,000	•
The following exclusions do not apply with respect to any	"construction	agreement":				
DESIGNATION OF CONTRACTS COVERED	CODE	PREMIUM BASES	RAT Bi	ES PD	ADVANCE PRI	EMIUM PD
All written agreements except labor union agreements, incidental contracts, agreements with railfroads		(R) COST-PER \$100. (S) SALES-PER \$1000.				
BLANKET	17985	10% OF PRO	DUCTS		INCL	
				e e e e e e e e e e e e e e e e e e e		
		<u> </u>		Total	INCL	
The company, in consideration of the payment of the premium and as follows:	subject to all of	the provisions of the po	licy not expressly	modified herein, ag		sured
I. COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY The company will pay on behalf of the insured all sums which the of contractual liability assumed by him under any written contemporary damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the the right and duty to defend any suit against the insured seeking of such bodily injury or property damage, even if any of the all are groundless, false or fraudulent, and may make such investigated of any claim or suit as it deems expedient, but the company shall pay any claim or judgment or to defend	ne insured, by rea ontract of the t y obligated to pa company shall h damages on acco egations of the stion and settlem	p p in son in ype (i y as (i) (2) if (i) if	roperty damage as sured, including) the preparation of reports, tests, sur- i) supervisory, insp the indemnitee of sbility of the indemnite reports, tests, sur- i) the giving of or- indemnitee, his a	rising out of profor approval of maps veys, change order ection or engineering the insured is an a mittee, his agents or or approval of controveys, change orders the failure to gingents or employe	eer or surveyor, to be essional services performs, contracts, drawings, s, designs or specification services; employees, arising our eacts, maps, plans, draws, designs or specification or instructions or instruction or property dry injury or property dry injury or property designs or specifications or instructions or	plans, opinions ions, and surveyor, to the t of wings, opinions ons, or uctions by the ng or failure to

if such liability is imposed

to any of the foregoing;

(c) to bodily injury or property demage due to war, whether or not declared, civ

(d) to bodily injury or property damage for which the indemnitee may be held liable

distributing, selling or serving alcoholic beverages, or

war, insurrection, rebellion or revolution or to any action or condition incider

(1) as a person or organization engaged in the business of manufacturing

(2) if not so engaged, as an owner or lessor of premises used for such purposes

proceedings, or

This insurance does not apply:

(1) any arbitration proceeding wherein the company is not entitled to exercise the

(2) any suit after the applicable limit of the company's liability has been

exhausted by payment of judgments or settlements.

(a) to liability of the indemnitee resulting from his sole negligence;

insured's rights in the choice of arbitrators and in the conduct of such

Business Comprehensive Policy Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 6 of 104



SPECIAL INDUSTRIAL PROPERTY ENDORSEMENT

(With respect to the following item(s) ______ of this policy to which this endorsement applies, The Extended Coverage Endorsement (if any) attached to this policy is superseded by this endorsement as hereinafter provided.)

I. INSURING AGREEMENT:

In consideration of the premium for this coverage, and subject to provisions herein and in Section 1 of the policy to which this endorsement is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST ALL OTHER RISKS OF DIRECT PHYSICAL LOSS, EXCEPT AS HEREINAFTER PROVIDED.

II. DEDUCTIBLE CLAUSE:

Special Loss Deductible Clause: Each loss shall be adjusted separately and from the amount of each such adjusted loss the sum of \$100 shall be deducted. When loss is between \$100 and \$500 the Company shall be liable for 125% of loss in excess of \$100; and when loss is \$500 or more, this deductible shall not apply. This deductible clause shall apply separately (a) to each building or structure including Contents or other property therein, (b) to Contents or other personal property covered hereunder which are within a building or structure not covered hereunder and (c) to personal property in the open including property on railroad

III. EXCLUSIONS

This policy does not insure under this endorsement against:

- A. Loss occasioned directly or indirectly by:
 - enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures unless such liability is otherwise specifically assumed by endorsement;
 - electrical currents artificially generated unless loss by fire or explosion not otherwise excluded as insured against hereunder ensues, and then the Company shall be liable for only such ensuing loss.
- B. Loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by perils not otherwise excluded. Also, the Company shall not be liable under this clause for any loss resulting from riot, riot attending a strike, civil commotion, or vandalism and malicious mischief.
- C. Loss caused by, resulting from, contributed to or aggravated by any of the following:
 - earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
 - flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
 - 3. water which backs up through sewers or drains;
 - water below the surface of the ground including that which
 exerts pressure on or flows, seeps or leaks through sidewalks,
 driveways, foundations, walls, basement or other floors, or through
 doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless loss by fire or explosion not otherwise excluded ensues, and then the Company shall be liable for only such ensuing loss.

D. Loss caused by:

- Wear and tear, deterioration, rust or corrosion, mould, wet or dry rot; inherent or latent defect, smog, smoke, vapor or gas from agricultural or industrial operations, mechanical breakdown, including rupture or bursting caused by centrifugal force, settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; animals, birds, vermin, termites or other insects; unless loss by a peril not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss.
- Delay, loss of market, interruption of business, or consequential loss of any nature unless specifically covered in the policy and then only to the extent provided.
- 3. Vandalism, malicious mischief, theft or attempted theft, if the described building had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be flable for only such ensuing loss.

Definitions: "Vacant"—Containing no contents pertaining to operations or activities customary to occupancy of the building;

cars, vehicles and platforms; but the aggregate amount to be deducted in respect to any one occurrence shall not exceed \$250.

This Deductible Clause shall not apply to loss by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail, vandalism and malicious mischief, leakage or accidental discharge from automatic sprinkler systems, burglary or robbery, nor to insurance covering Business Interruption, Tuition Fees, Extra Expense, Riot or Rental Value or Leasehold Interest.

"Unoccupied"—Containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

- 4. Leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the described building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the building or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.
- 5. Explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded in this policy, and then the Company shall be liable for only such ensuing loss.
- Unexplained or mysterious disappearance of any property, or shortage as disclosed on taking inventory, or caused by any willful or dishonest act of omission of the insured or any associate, employee or agent of any insured.
- Actual work upon or installation of property covered, latent defect, failure, breakdown or derangement of machines or machinery, faulty materials or workmanship, unless loss by fire or explosion not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;
- Voluntary parting with title or possession of any property by the insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick, device or false pretense.
- 9. Any fraudulent, dishonest or criminal act done by or at the instigation of any insured, partner or joint adventurer in or of any insured, and an officer, director or trustee of any insured; pilferage, appropriation or concealment of any property covered due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any insured, or any person to whom the property covered may be entrusted.
- 10. Rain, snow, sleet or cold weather to property in the open.
- 11. Any legal proceeding.

E. Loss to:

- Fences, pavements, swimming pools, and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered underthis policy, caused by freezing or thawing, impact of water craft, or by the pressure or weight of ice or water whether driven by wind or not.
- Metal smokestacks nor, when outside of buildings, to cloth awnings, signs, radio or television antennas including their lead-in wiring, masts or towers, caused by ice, snow or sleet, nor by wind or hail unless liability therefore is assumed in the form attached to this policy or by endorsement hereon.

	LOSS DEDUCTIBLE CLAUSE					
	Type policy number only, in this section above the heavy lin in policy declarations.	ne, IF issue	d with policy	y and attachment sta	te	
ROYAL GLOBA	Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement					
COMPANY	but at the same time or hour of the day as the policy became effective.	END. EFF. DATE (POLICY SYMBOL & NUMBER		
				PYA 92 03 60	_	
	Named Insured (and address, zip code when necessary for mailing)	Produ	icer (and address	, zip code, for mailing)		
Í		<u></u>	:.	لـ		
hali apply sep	loss by any of the perils insured against this company shall be liable only for the arately (a) to each building or structure including contents or other property them a building or structure not covered hereunder and (c) to personal property in the	ein, (b) to cont	ents or other pers	onal property covered hereun	der	
(69094		1001			=	
	The company of the control of the co	1 2 2 2 2			 .	
	· · · · · · · · · · · · · · · · · · ·					

GENERAL LIABILITY WORKSHEET/SCHEDULE ROYAL-GLOBE INSURANCE COMPANIES NAMED INSURED POLICY SYMBOL & NUMBER PYA 92 03 60

HAZARDS

1. PREMISES-OPERATIONS

- a) Area—per 100 square feet
 b) Frontage—per linear foot
 c) Remuneration—per \$100.
 d) Receipts—per \$100.
 e) Admissions—per 100 admissions
 f) Units—per unit

- 2. ESCALATORS
 - g) Number insured—per landing
- 3. INDEPENDENT CONTRACTORS h) Cost—per \$100.

- 4. STRUCTURAL ALTERATIONS k) Remuneration—per \$100. m) Cost—per \$100.
- 5. PRODUCTS-COMPLETED OPERATIONS n) Sales—per \$1000. p) Receipts—per \$1000.
- CONTRACTUAL.
 q) Number insured—per contract
 r) Cost—per \$100.

HAZ- ARD NO.	DESCRIPTION	OF HAZARD & CODE		PREMIUM BASES*		ATES	ADVANCE	
NO.		· · · · · · · · · · · · · · · · · · ·		<u></u>	BI	PD	BI	PD
	ELECTROPLATING		34702 1	C)	_		1 1	CL
				CONTRACTOR OF THE PROPERTY OF THE STATE OF THE STATE OF	W dek alliquida - habaddik danas aksas			1
	ADDITIONAL INSURE) :			TO LOT HE WALL I SUMMARISM SPACE		LIN	
	PERSONAL INJURY		99980	15%	and the second second second second		INCL	
	ELECTROPLATING	k minorozaniana najak kajakanjoji kiloka diska zi za paza zamajan, yar iya ingazigan hariba, yarang	34702 2,	P) 500,000	METAL THROUGH 1 AND IN VALUE TRANSPORT AND ARRIVE	and a second	IN	CL
	BLANKET CONTRACTUA	L	17985		an dere sam se american era skylater		IN	CL
	BFPD		99982					INC
	FIRE LEGAL		73800		ne sanomassumae sk. e da.			INC
	EXCESS LIMITS		99901				l N	CL
		amendermakense korsentrop formaten - 1984 Mariana - 1974 A beramen ferestri er ter	THE THE PROPERTY HAVE AND ADMINISTRATION IN THE SECOND OF THE PARTY AND ADMINISTRATION OF THE PARTY ADMINISTRATION OF THE PARTY AND ADMINISTRATION OF THE PARTY AND ADMINISTRATION OF THE PARTY AND ADMINISTRATION OF THE PART	About 1				and the second s
	AND THE STATE OF T	obardo distributações especialmentes e atropa e a acompresso e e e ao	to A control Made anticipa della Malayor della mediana i conscionario della control Malayor della mediana i conscionario della control malayori della control ma			,		
			emilal com els emilan y equinos de la manesta de la companya con especial managen de anno en especial de la co		and Marian Place of the subsect of the place of the part of the subsect of the su	an again	to a construction of the c	the first air bear were well reference
		entre de la companya	and their films of the parameter communications and the parameter		. 100 100			
	in the color for the section will be defined to the section of the							
	The state of the s	THE THE PROPERTY OF THE PROPER			†			
	and the second s	- Photodoximaliya (Mgali, Sp. 1901) anni anni anni anni aga yang. P					į.	
-		THE BOTH WAS BASED OF THE						
	e a ser e a series es en	America was a subsection of the second second second						
-		A constructive and a subsequence of the construction of the constr						
CODE	& NUMBER OF UNITS, E.G. 100,000 SQ. FT. OF A	REA = a-100,000				Totals \$		
licy ne	riod is more than EFFECTIVE DATE	1st ANNIVERSAR	Y 2nd ANNIVERS	SARY			1 NC	<u>L</u>
/ear p	round is more than remium is follows:	\$	\$		Total Ad Premie	vance	INC	1

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 9 of 104

ROYAL-GLOBA
ASURANCE
V ®

CL 20029Q—Sets	below of such amounts at	exclusive of this endorsement) apthe end of each period of three r	pplicable to the ite nonths after the i	ms of this policy nception date of Building items Contents items Building and Co	this policy. only ontents items described in the Schedule of Ite	
CL 20029Q—Sets	below of such amounts at	exclusive of this endorsement) apthe end of each period of three r	pplicable to the ite nonths after the i	ins of this policy nception date of Building items Contents items Building and Co	E ENDORSEMENT (shall be automatically increas this policy. only only ontents items	(Ed. 1-75) red by the percentage specified
CL 20029Q—Sets	The amount of insurance (ebelow of such amounts at	AUTOMATIC INC	PEASE IN opticable to the ite nonths after the i	INSURANC oms of this policy nception date of Building items Contents items	E ENDORSEMENT (shall be automatically increas this policy. only	(<u>Ed</u> . 1-75)
CL 20029Q—Sets	The amount of insurance (ebelow of such amounts at	AUTOMATIC INC	PEASE IN insplicable to the ite into the interest of the inspect o	ms of this policy nception date of Building items	E ENDORSEMENT (shall be automatically increas this policy.	(<u>Ed</u> . 1-75)
CL 20029Q—Sets	The amount of insurance (e below of such amounts at	AUTOMATIC INC	PEASE IN insplicable to the ite nonths after the i	INSURANC ms of this policy nception date of	E ENDORSEMENT (shall be automatically increas this policy.	(<u>Ed</u> . 1-75)
CL 20029Q—Sets	The amount of insurance (e below of such amounts at	AUTOMATIC INC	PEASE IN	INSURANC	E ENDORSEMENT (shall be automatically increas	(<u>Ed</u> . 1-75)
CL 20029Q—Sets	(\$)	AUTOMATIC INC	PEASE IN	INSURANC	E ENDORSEMENT	(<u>Ed</u> . 1-75)
CL 20029Q—Sets						
CL 20029Q—Sets		<i>दु</i> के '	,	A.c.		:
CL 20029Q—Sets						
			·			
						4
X688 CL68 X687	331A, X69094, 9 3079, CL680 8 6, 979, X68630, Pa	007, X69984, X6 4388FUNS, SF99, CL68011C, CL68 ART 403, PART 4	314D, CL 03-AGRMT	2, 466N. 20798, (167903A, PART	301,
FC65	2B, SF196, 81	007, X69984, X6	9044-1,	PART 10	1, 78DNS,FGE-1	5, X68590A,
ENDO	PRSEMENTS ATTA	CHED TO POLICY:				
	_					
	ı		ļ	ľ		I
	Named Insured (and addres	s, zip code, when necessary for	***************************************	Return \$	Producer (and address, zip coo	
COMPANY	but at the same time of not	or the day as the portry bee	PREMIUM		END. EFF. DATE (MO., DAY, YR.)	POLICY SYMBOL & NUMBER
	attached as of issue, provid- Otherwise, this endorsement policy numbered below, effe	ed such attachment is stated in it is issued for attachment to a active only on the date indicat or of the day as the policy bec	n the policy decla and forms a part red on this endo	rations. of the	AUTHORIZED REP	RESENTATIVE
MSURANCE	Hataan akhamulaa akakad kh	is endorsement forms a part				
ROYAL GLOOP	in policy declaration		above the h	eavy line, l	F issued with policy	and attachment state

Item No.	Location
-19 ⁻¹⁰ Pa ⁻¹ Income describe	

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

CHANGE AND ONTO REAL PROPERTY 1-1 F GRI CO PO 3/03/21 Page 10 of 104

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy declarations or schedule. Otherwise, this endorsement is issued in the policy declarations or schedule. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

COMPANY

END. EFF. DATE (MO., DAY, YR.) POLICY SYMBOL & NUMBER PYA 92 03 60

Named insured (and address, zip code when necessary for mailing)

Producer (and address, zip code, for mailing)

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part (s) ALL

is amended as follows:

NAMED INSURED ENDORSEMENT

THE NAMED INSURED IS:

Total Premium to Policy Expiration

STOCKTON PLATING, INC., AND NICH J. SMITH AND AUDREY SMITH, HUSBAND AND WIFE AS JOINT TENANTS, AND RICHARD L. LELAND AND SHARON LELAND, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED ONE-HALF $(\frac{1}{2})$ INTEREST.

PREMIUM RECAPITULATION ADD'L PREMIUM DUE COMPANY RETURN PREMIUM DUE INSURED DUE AT ENDORSEMENT EFFECTIVE DATE PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS DATES DUE ORIGINAL INSTALLMENTS INCREASE DECREASE REVISED INSTALLMENTS \$ \$ \$ \$ \$ \$

\$

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 11 of 104 Section 1 Part 101



FIRE AND EXTENDED COVERAGE INSURANCE (PROPERTY DAMAGE)

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

	<i>/</i> ₀	7	SCHEDULE OF ITEMS
ITEM NO.	AMOUNT OF INSURANCE	% OF COINS	DESCRIPTION AND LOCATION OF PROPERTY COVERED (SHOW CONSTRUCTION, TYPE OF ROOF AND OCCUPANCY OF BUILDINGIS) COVERED OR CONTAINING THE PROPERTY COVERED)
1	363,000.	90	BLANKET ON BUILDINGS
2	490,000.	90	BLANKET ON EQUIPMENT & STOCK (X68831A)
			ALL SYTUATED: 1) 642 SO. EL DORADO ST., STOCKTON, CA. 2) 632 SO. EL DORADO ST., STOCKTON, CA. 3) ADJACENT 632 SO. EL DORADO ST., STOCKTON, CA. 4) 632 1/4 SO. EL DORADO ST., STOCKTON, CA. 5) 632½ SO. EL DORADO ST., STOCKTON, CA. 6) 642 SO. EL DORADO ST., STOCKTON, CA. 7) W. 642 SO. EL DORADO ST., STOCKTON, CA. 8) W 50 FT. 642 SO. ELDORADO ST., STOCKTON, CA. 9) ADJ. LEFT 642 SO. EL DORADO ST., STOCKTON, CA. 10) 104 E. SCOTTS, STOCKTON, CA.

Deductible Clause (Specify)

\$100 (X69094)

UBJECT TO FORM NO'S

78DNS(7/70), X68831A, 81007, SF99, 438BFUNS(5/42)
Attach Coverage Form(s) Here

attached hereto

POLICY SYMBOL NUMBER Case 2:21-cy-00397-WBS.13 ppp 100 to proper proper proper 12 to proper 12 t PYA 92 03 60

LOCATION OF PREMISES, as stated in the Declarations, page 1, is extended to include the following locations

ITEM	LOCATION OF PREMISES	OCCUPANCY	PART OCCUPIED	NAMED INSURED'S
NO.	COCATION OF FREMISES	UCCOPANCE	BY NAMED INSURED	INTEREST
1	642 SO. EL DORADO STREET STOCKTON, CALIFORNIA	OFFICES & WAREHOUSE	ENTIRE	OWNER
2	632 SO. ELDORADO STREET STOCKTON, CALIFORNIA	BUFF & GRINDING WAREHOUSE	ENTIRE	OWNER
3	ADJACENT 632 SO. EL DORADO ST. STOCKTON, CALIFORNIA	ELECTRO- PLATING	ENTIRE	OWNER
4	632 1/4 SO. EL DORADO ST. STOCKTON, CALIFORNIA	COPPER- PLATING SHOP	ENTIRE	OWNER
5	6321 SO. EL DORADO ST. STOCKTON, CALIFORNIA	STRAIGHT & BURN SHOP	ENTIRE	OWNER
6	642 SO. EL DORADO ST. (R) STOCKTON, CALIFORNIA	WHEEL STORAGE SHOP	ENTIRE	OWNER
7	W. 642 SO. EL DORADO ST. STOCKTON, CALIFORNIA	NEW ELECTRO- PLATING SHOP	ENTIRE	OWNER
3	W. 50 FT 642 SO. ELDORADO ST. STOCKTON, CALIFORNIA	MAINTENANC BLDG.	E ENTIRE	OWNER
7	ADJ. LEFT - 642 SO. EL DORADO ST. STOCKTON, CALIFORNIA	BUMPER STORAGE SHOP	ENTIRE	OWNER
	104 E. SCOTTS STOCKTON, CALIFORNIA	OFFICE	ENTIRE	OWNER
	319 3RD STREET BRODERICK, CALIFORNIA	ELECTRO- PLATING	ENTIRE	TENANT
2	305 GOLDEN LANE RENO, NEVADA	METAL SHOP	ENTIRE	TENANT

				Agent
Counte	rsignature Date	Agency at		
X 890	44-1			
2	305 GOLDEN LANE RENO, NEVADA	METAL SHOP	ENTIRE	TENANT
•	BRODERICK, CALIFORNIA	PLATING		LRANT

CALIFORNIA AMENDATO . ENJURSEMENT



OYAL GLOSA

POLICY NUMBER PYA 92 03 60

CALIFORNIA STANDARD FORM FIRE INSURANCE POLICY

It is understood and agreed that, as respects property insured hereunder located in the State of California, the coverage provided by this policy against the perils of fire and lightning shall be subject to the California Standard Form Fire Insurance Policy.

196(1/72), 78DNS(7/70), X68831A, 81007, 438BFUNS(5/42), 27 NS(1 10/69 No(s). INSERT FORM NUMBER(S) AND EDITION DATE(S)

attached hereto.

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to: ANK OF AMERICA NT & SA, 110 EAST WEBER ST., STOCKTON, CA. 95202

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

APR. 1, 1976 Countersignature Date

STOCKTON, CA. Agency at

CONSIDERATION OF THE PROVISIONS AND STIPULATIONS THEREIN OR ADDED THERETO AND OF the above specified dollars premium, this Company, for the term of years specified above from inception date shown above AT 12:01 A.M. (Standard Time) to expiration date shown above AT 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the above specified dollars, has insured the insured named above and legal representatives, to the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of the property with material of like kind and quality within a reasonable time after such loss. increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THE POLICY, EXCEPT AS THEREINAFTER PROVIDED, to the property described therein while located or contained as described in the policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in the policy, but not elsewhere.



AMOUNT OF INSURANCE

60,000.

1,000.

10,000.

ITEM

NO.

1

2

3

Section as # 2102v-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 14/01/10/205/1k FIRE AND EXTENDED COVERAGE

INSURANCE (BUSINESS INCOME) ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

319 THIRD STREET & REAR

319 THIRD STREET BRODERICK, CALIFORNIA

SCHEDULE OF ITEMS AMENDED	
DESCRIPTION AND LOCATION OF PROPERTY COVERED (SHOW CONSTRUCTION, TYPE OF ROOF AND OCCUPANCY OF BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED)	
ELANKET ON EXTRA EXPENSE SITUATE: S/R CORNER SO. EL DORADO & SCOTT STREETS STOCKTON, CALIFORNIA	
on extra expense situate: 305 golden lare reno, nevada	
on extra expense	

SUBJECT TO FORM HO'S 78DNS(7-70), 207NS(11-69)

% OF Coins

SITUATE:

attached hereto

Attach Coverage Form(s) Here

	ADDITIONAL INSURED (Premiseased to	o the Named Insured	(
	Type policy number only, in this section about declarations.	ove the heavy line,	IF issued with	policy and	attachment stated in	polic
OYAL GLOBE MSURANCE	Unless otherwise stated, this endorsement forms a part attached as of issue, providing such attachment is st larations. Otherwise this endorsement is issued for attachment of the below numbered policy, effective on the date Standard Time as stated in the policy.	tated in the policy dec- achment to and forms a	SIGNED BY:	AUTHORIZED R	EPRESENTATIVE	
OMPANY		S	END. EFF. DATE (M	(O., DAY, YR.)	POLICY NUMBER	
	Named Insured (and address when necessary for	mailing)	Γ	Producer (and	address for mailing)	
[_	٦	L			١

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURER'S AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

Designation of Premises (Part Leased to Named Insured)

319 3RD STREET BRODERICK, CALIFORNIA Name of Person or Organization (Additional Insured)

JOHN REUTER
C/O LEO GRANUCCI
1318 C STREET, SACRA

1318 C STREET, SACRAMENTO, CA
It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with repect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

3109 Ed. 10-1-66 (Co. No. CL68079B)



(68589-3

Section IV Part 403—BURGLARY ENDORSEMENT INSURING AGREEMENTO 97 DWB 3-STOFF BURGLOTY WITHOUT 1-1 Filed 03/03/21 ROYALGLOBE INSURANCE COMPANIE

This coverage PART, the DECL. Tiuns and other coverage PART(S), or endorsements received to herein, and the GENERAL PROVISIONS complete the contract of insurance.

POLICY SYMBOL & NUMBER

PYA 92 03 60

The insu	rance af	forded is	only	mended by with respec	t to	such	of the	able of	wing cov	erage	s as are i	ndica	ited by a sp	ecific limit		ince ap			ereto.		
NO.				L	OCA1	TION O	F PREI	MISES						ERAGE A	1	COVER/ OBBERY	GE B			OVERAGE FE BURGLA	
1.	632	so.	EL	DORAG	00	ST	. ,	ST0	CKTO	N,	CA.		\$ 5	00.	\$	500			\$		
2.													\$		\$				\$		
3.													\$		\$				\$		
											TOTALS		\$ 5	00.	\$	500			\$		
i. Each m i. The ins of the	re than essenge ured pro messeng	one mes r while o pperty wh er and h	senger outside	shall have the premis	cus ses	tody o shall l	f the	insure compan	d proper nied by	ty ou at lea	itside the	prem	premises ar lises at any gu onveyed in	e open for one time, ard(s).	unless ot				rein. loyed for t	he exclus	sive us
LOC. NO.	O NOIT	F SAFE		(a) MAKE	R'S P	MAME	•			(b) NUMBER STYLE OR LETTER	}	(c) Manual Class	DOOR	(d) Type steel in of bo	door & 1 each doo it work i	hicknes or exclusion inches	s of	(e) Each with a c unle	door is equ ombination ss otherwi ited below	uipped n lock se
											·			Outer	ROUND	SCREE	- 300	N.E.	3.,	TEG BEION	
1.										-		ļ		Inner							
														Chest							
														Outer							
2.														inner							
														Chest							
														Outer							
3.														Inner							
														Chest							
During th open for	e policy busines	period, s.	the bu	rglar alarm	syst	tem de	escrib	ed belo	ow shall	be m	naintained	in pr	oper workin	g order and	connecte	ed at al	l times	wh	en the pre		
LOC. NO.		N	AME OF	ALARM COM	MPAN	Y					UNDERWR	CLA	SSIFIED BY LABORATOR	IES, INC.		0	NNFCTE WITH UTSIDE ENTRAL		CONNECTED WITH GONG OUTSIDE OF	POSSES:	TO ES IN SION IRM
		. 				·			CLASS	INS	TALLATION	NU	MBER	ERTIFICATE		ye	ATION S No		Yes No	COMPA	No
1.												EFF	ECTIVE	EXPIRES		- -] [_]			
1												NUI	KBER	1		Ye	s No	1	Yes No	Yes	No
2.												EFF	ECTIVE	EXPIRES	. 7.311		لبيبا ل		ليا ليا	ا لــا	
												NUN	IBER			Ye	No	 	Yes No	Yes	No
3.												EFF	ECTIVE	EXPIRES			لب			ا لسببا	



Section IV Part 403 BURGLARY ANSURANCE COMPANIES BURGLARY ANSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

POLICY SYMBOL & NUMBER

PYA 92 03 60

DECLARATIONS

TOTAL LIMITS OF LIABILITY AS PER SCHEDULE IN TIEM A \$ Insuring Agreement I Loss Inside the Premises Coverage AS PER SCHEDULE IN TIEM A \$ Insuring Agreement II Loss Outside the Premises Coverage AS PER SCHEDULE ON ENDORSEMENT \$ Insuring Agreement III Burglary Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT \$ Insuring Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT \$ Insuring Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT \$ 1,000 Insuring Agreement V Robbery and Safe Burglary THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO THE INSURED PROPERTY WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entitlem THEM THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entitlem THEM THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entitlem THEM HIS SCHEDULE LIMITS OF INSURANCE INSURING AGREEMENT INSURANCE			DECL	LARATIO	VS .				
S Insuring Agreement I Loss Inside the Premises Coverage AS PER SCHEDULE IN ITEM A Insuring Agreement II Loss Outside the Premises Coverage XS PER SCHEDULE ON ENDORSEMENT Insuring Agreement III Burglary Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT Insuring Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT INSURING Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT INSURING Agreement V Robbery and Safe Burglary ITEM 3 ITEM 3 THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO ITEM 4 INSURING AGREEMENT INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE DUSTODY OF A MESSENGER WILL BE CONVEYED IN EMPROYERS WILL BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. HIGH INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE,		TOTAL LIMITS OF LIABILITY				COVERAGES			
Insuring Agreement II Loss Outside the Premises Coverage			Insuring Agreement	ı	Loss Inside th	ne Premises Coverage			
AS PER SCHEDULE ON ENDORSEMENT AS FER SCHEDULE ON ENDORSEMENT Insuring Agreement IV Burglary Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT Insuring Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT INSURING Agreement V Robbery and Safe Burglary ITEM THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO ITEM THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, UNLESS OTHERWISE STATED. ITEM A NOT MORE THAN ONE MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entile the insured property will not be conveyed outside the PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED AND THE OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED AND THE OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROPERTY WILL NOT BE CONVEYED AND THE OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. THE INSURED PROP			Insuring Agreement	11	l nee Outeide i	the Premises Coverage			***************************************
AS PER SCHEDULE ON ENDORSEMENT \$ Insuring Agreement IV Burglary and Theft Coverage on Merchandise AS PER SCHEDULE ON ENDORSEMENT \$ 1,000. Insuring Agreement V Robbery and Safe Burglary THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, URLESS OTHERWISE STATED. TIEM 3 ITEM 4 NOT MORE THAN ONE MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. 4 ITEM 5 CHART 6 THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST GUARDS THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN ### INSURING AGREEMENT IN THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. **One of the exclusive use of the messenger and his guard, if any, throughout the entire insured property will not be conveyed outside the premises by any armored motor vehicle, unless stated herein. **One of the exclusive use of the messenger and his guard, if any, throughout the entire insured property will not be conveyed outside the premises by any armored motor vehicle, unless stated herein. **One of the exclusive use of the messenger and his guard, if any, throughout the entire insured property will not be conveyed outside the premises by any armored motor vehicle, unless stated herein. **One of the exclusive use of the messenger and his guard, if any, throughout the entire maximum number of such vehicles as of any one time). **INSURING AGREEMENT**INSURING AGREEMENT**INS		AS PER SCHEDULE ON ENDORSEMENT			····	,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,	-		
AS PER SCHEDULE ON ENDORSEMENT \$ 1,000. THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, UNLESS OTHERWISE STATED. THEM 4 INTEM 4 INTEM 5 EACH MESSENGER WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST GUARDS THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN 6 THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN 6 THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. ** (enter maximum number of such vehicles as of any one time). INSURING AGREEMENT I INSURING AGREEMENT I INSURING AGREEMENT I INSURING AGREEMENT.			Insuring Agreement	[]]	Burglary Cove	rage on Merchandise			
THE LIABILITY OF THE COMPANY IS SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS ATTACHED HERETO THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, UNLESS OTHERWISE STATED. ITEM 4 INTEM 5 EACH MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entitiem 7 THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. — (enter maximum number of such vehicles as of any one time). SCHEDULE LIMITS OF INSURANCE INSURING AGREEMENT I INSURING AGREEMENT INSURING AGREEMENT I INSURING AGREEMENT		l ·	Insuring Agreement	IV I	Burgiary and 1	heft Coverage on Mercha	endise		
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, UNLESS OTHERWISE STATED. ITEM NOT MORE THAN ONE MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. 4 ITEM 5 EACH MESSENGER WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the enti ITEM THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. (enter maximum number of such vehicles as of any one time). ITEM SCHEDULE LIMITS OF INSURANCE INSURING AGREEMENT I INSURING AGREEMENT		\$ 1.000.	Insuring Agreement	V I	Robbery and S	Safe Burglary			
ITEM 4 INOT MORE THAN ONE MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN. ITEM 5 ITEM 6 ITEM 7 ITEM 7 ITEM 7 ITEM 8 ITEM 8 ITEM 7 ITEM 8 ITEM 8 INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN.	2								
THE EACH MESSENGER WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards	ITEM 3								
Guards ITEM 6 THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the enti HTEM 7 THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. + (enter maximum number of such vehicles as of any one time). SCHEDULE LIMITS OF INSURANCE INSURING AGREEMENT I INSURING AGREEMENT		NOT MORE THAN ONE MESSENGER WILL HAVE CUSTOE	Y OF THE INSURED PROPE	RTY OUTSI	DE THE PREMI	SÉS AT ANY ONE TIME, UN	LESS OT	HERWISE STATED HEREIN.	
HEM THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. Henter maximum number of such vehicles as of any one time).		EACH MESSENGER WHILE OUTSIDE THE PREMISES WIL	L BE ACCOMPANIED BY AT		ds				
THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN.		THE INSURED PROPERTY WHILE OUTSIDE THE PREMIS					e guard	if any throughout the entire	
SCHEDULE LOCATIONS LIMITS OF INSURANCE INSURING AGREEMENT I INSURING AGREEMENT	ITEM	THE INSURED PROPERTY WILL NOT BE CONVEYED OUT	SIDE THE PREMISES BY AN	NY ARMORE	D MOTOR VEHI	CLE, UNLESS STATED HERE	IN.	in any, throughout the entire	
LOCATIONS INSURING AGREEMENT I INSURING AGREEMENT	ITEM 8		SCH	HEDULE					
INSURING AGREEMENT I INSURING AGREEMENT		LOCAT	IONS			LIN	IITS OF	· · · · · · · · · · · · · · · · · · ·	
1 \$ \$						INSURING AGREEMEN	IT 1	INSURING AGREEMENT I	<u> </u>
		1				\$		\$	
2 \$		2				\$		\$	
3 \$		3	- Section Property			\$		\$	
4 \$ * \$		4				\$		\$	
5 \$ \$		5	~			\$		\$	

	NAL GION		BS-JDP Document 1-1	Filed 03/03/21	Page	18 _{F0}	f 104 Attachment to	o SMP Policie
		NAMED INSURED		POLICY SYM			3 60	
	MSURANCE	LIMITS OF LIABILITY	RATE	PREMIUM				
	V ®	AS PER FORM	, s	\$				
1.			t shall apply only to the property cov v other endorsement made a part ther					
2.		EMENT COVERS: handise, (including packages) cons	sting of					
		f the Insured, their own or held by t	hem in trust, or on commission, or or	n consignment, or on whi	ch they h	ave mad	e advances, o	r sold but not
3.	THIS INSURANCE	CE COVERS ONLY WHILE THE PR	OPERTY INSURED IS IN THE CUST					
		, railway express and/or railroad ex men, land transfer and/or land trans	press company (including the risk w	hile on ferries and/or in	cars on t	transfers	or lighters);	
		while in or on vehicles owned, leas						
		irlines for Air Express or Air Cargo						

(2) By conveyances specified in (b) above
(3) By conveyances specified in (c) above
(4) By carriers specified in (d) above
Nor shall this Company be liable for more than \$2.500. \$ 2,500.

course of transportation, until same are delivered at store or warehouse at destination.

....in any one casualty, either in case of partial or total loss, or salvage charges, or any other charges, or expenses, or all combined.

This endorsement also covers while on docks, wharves, piers, bulkheads, in depots, stations and/or on platforms, but only while in the custody of a common

This insurance attaches from the time the goods leave the factory, store or warehouse at initial point of shipment, and covers thereafter continuously, in due

5. THIS ENDORSEMENT INSURES AGAINST:

carrier incidental to transportation.

ALL RISKS OF DIRECT PHYSICAL LOSS OF OR DAMAGE TO THE INSURED PROPERTY FROM ANY EXTERNAL CAUSE EXCEPT AS HEREINAFTER EXCLUDED.

- 6. THIS ENDORSEMENT DOES NOT INSURE AGAINST DIRECT LOSS OR DAMAGE CAUSED BY OR RESULTING FROM:
 - (a) Delay, loss of market, indirect or consequential loss of any kind;
 - (b) Unexplained loss, mysterious disappearance; nor loss or shortage disclosed upon taking inventory;
 - (c) Strikes, Lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;
 - (d) Wear, tear, gradual deterioration, inherent vice, insects and/or vermin, contamination;
 - (e) Neglect of the insured to use all reasonable means to save and preserve the property at and after any disaster insured against;
 - (f) Misappropriation, secretion, conversion, infidelity or any dishonest act on part of the insured or other party of interest, his or their employees or agents, or others to whom the property may be entrusted (carriers for hire excepted);
 - (g) Leakage, breakage, marring, scratching, wet or dry rot; or by being spotted, discolored, moulded, rusted, frosted, soured, steamed or changed in flavor unless any such loss or damage is directly caused by fire, lightning, cyclone, tornado, windstorm, flood, earthquake, or by collision, derailment or overturning of conveyance, collapse of bridges, burning, stranding, sinking or collision of a vessel;
 - (h) Loss or damage to accounts, bills, currency, bullion, jewelry, watches, precious stones, furs, deeds, evidence of debt, money, notes, securities, and salesmen's samples:
 - Loss or damage to shipments that have been either refused or are returned by the receiver thereof;
 - (j) Loss or damage to export or import shipments, or to risks by mail;
 - (k) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radio-active force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.
 - (1) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this endorsement;

7.	REPORT .	AND !	PREMIU	ILGA M	JSTM ENT	PROV	ISIONS
	PREMIUM	REA!	MTZULC	ENT A	ND REPO	RT OF	SHIPMENTS

__, worth of shipments made during the period insured, and The premium charged under this endorsement is based on an estimate of \$____ will report to this Company the actual value of all shipthe Insured warrants that at the end of_ the acceptance of this readjustment clause, the reinstatement clause No. 46,717 the conditions of this endorsement is waived.

RECORD OF SHIPMENT

RECORD OF SHIPMENT

RECORD OF SHIPMENT

The Insured also agrees to keep a true record of all shipments insured hereunder, and agrees to keep such records open to the inspection of representatives of this Insurance Company at all times during business hours.

THIS ENDORSEMENT IS SUBJECT TO ADDITIONAL STIPULATIONS PRINTED ON THE BACK HEREOF.



Section High ant 30100397-WBS-JDP Document 1-1 Filed 03/03/21 Page 19 of 104 SCHEDULED PROPERTY FLOATER INSURANCE

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

POLICY SYMBOL & NUMBER

PYA 92 03 60

In reliance upon the statements in the Declarations made a part hereof, and in consideration of the stipulations herein named, and the payment of premium, this Company agrees with the Named Insured, subject to the limits of liability, exclusions, conditions and other terms of this insurance.

Attach all Forms and Endorsements here:

TRANSPORTATION - X68630A

This insurance shall not be valid unless ENDORSEMENT ISSUED BY THIS COMPANY IS ATTACHED HERETO, AND IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS AND TO THE CONDITIONS PRINTED ON THE BACK HEREOF, WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

This part must be attached to Change Endorsement, Form No. X 68590 when used after the policy is written.



PERSONAL INJURY LIAB. Y mSURANCE ROYAL-GLOBE INSURANCE COMPANIES This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance. Type Policy number and premium only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. SIGNED BY Unless otherwise stated, this coverage part forms a part of the policy to which attached as of issue, providing such attachment is stated in the policy declarations. Otherwise this coverage part is issued for attachment to and forms a part of the below numbered policy, effective only on the date indicated on this cover-Authorized Representative age part but at the same time or hour of the day as the policy became effective. COMPANY END. EFF. DATE MONTH / DAY / YEAR ADDITIONAL PREM. POLICY NUMBER PYA 92 03 Named Insured (and address when necessary for mailing) Producer (and address for mailing) Γ Schedule INSURED'S PARTICIPATION LIMITS OF LIABILITY COVERAGE AGGREGATE P. Personal Injury Liability O 500,000. The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by entry of an "X" below.

GROUPS OF OFFENSES

- A. Faise Arrest, Detention or Imprisonment, or Malicious Prosecution
- B. Libel, Slander, Defamation or Violation of Right of Privacy
- C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy

EXCLUSION "C" DELETED.

ROYAL



Filed 03/03/21 Page 21 of 104

GLOBE

INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

The policies indicated herein apply with respect to the hazards and for the coverage and limits of liability indicated by specific entry herein, subject to all the

	STOCKTON PLAT	ING, INC., ETAL.
Named	632 SO. EL DO	RADO STREET
Insured &	STOCKTON, CAL	IFORNIA

D--d----

PEIRANO BROTHERS & CO. P. O. BOX 897 STOCKTON, CALIFORNIA 95204

terms and conditions of s the Company and does	uch polici not amen	ies. Tł d, ext	nis cer end, c	tificate or alter	is issued as a matter in any way the cov	of information only erage or the limits	y, and co of liabil	onfers no ity afford	righ ed	ts on the hol by any of th	de:	r. It imposes r policies design	no l nate	iability d hereii	upon 1.
COMPANY											D,	ATE			
ROYAL GLOBI	INS	. C	0.									4/1/76			
								C	ΟV	ERAGES AND	LIN	AITS OF LIABILI	ΓY '		
HAZARDS	P	OLICY	NUMB	ER	EFFECTIVE	EXPIRATION	B	ODILY INJ	JRY	LIABILITY	Γ	PROPERTY DA	MAC	GE LIABIL	ΙΤΥ
	1				DATE	DATE	EAC	H PERSON	EAG	H OCCURRENCE	ΕA	CH OCCURRENCE	Ī	AGGREGA	ATE
General Liability Premises-Operations	PYA	92	03	60	4/1/76	4/1/79			,	500 .000	s	500 .000	s	500	,000
Elevators							5	,000	s	,000	5	.000			
Independent Contractors							\$.000	3	.000	5	,000	5	· · · · · · · · · · · · · · · · · · ·	.000
Products-Completed							5	,000	5	500.000	5	500 .000	S	500	.000
Operations	PYA	92	03	60	4/1/76	4/1/79	AGG	REGATE +	5	500,000					
Contractual-as described below						-	s	.000	5	,000	s	.000	s		,000
Automobile Liability Owned Automobiles					,		s	,000	5	,000	\$,000			
Hired Automobiles							s	,000	\$,000	s	.000			
Non-Owned Automobiles							\$.000	5	.000	\$.000			
Vorkmen's Compensation	 						COMP	ENSATION	SIA	TUTORY STATE	15			···· IF	

LOCATION AND DESCRIPTION OF OPERATIONS, AUTOMOBILES, CONTRACTS, ETC. (FOR CONTRACTS, INDICATE TYPE OF AGREEMENT, PARTY AND DATE)

ΙF	LIMITS	OF	LIABILITY	DIFFER	FROM	POLICY	LIMITS,	CHECK HERE:	į	
----	--------	----	-----------	--------	------	--------	---------	-------------	---	--

Issued At The Request Of JOHN REUTER C/O LEO GRANUCCI 1318 "C" STREET SACRAMENTO, CALIFORNIA This is to certify that the Company named herein has issued to the Named Insured the policies listed above.

PEIRAND BROS celette Concellative

ENDORSEMENT 201

Edition of March, 1977

To be attached to and form part of Policy No.

issued to

It is agreed that:

- 1. In addition to the existing Exclusions applicable to the attached Policy, the Policy, except as may be specifically stated to the contrary in the Policy or any applicable Endorsement, does not apply to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Policy.
- 2. This endorsement is effective as of 12:01 a.m. on standard time as specified in the attached Policy.

Accepted:

LEGAL FEES EXCLUSIONFOR USE WITH COMPREHENSIVE 3-D AND BLANKET CRIME POLICIES.

SR 6057 Printed in U.S.A.

CHANGE AND ATTAL AUSE ENDORSEMENT - FOR CB N CP Page 23 of 104 Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. ROYAL-GLOBA Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declar-SIGNED BY: ations or schedule. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective. AUTHORIZED REPRESENTATIVE END. EFF. DATE (MO., DAY, YR.)

ROYAL GLOBE INSUBANCE COMPANY

4-1-76 PYA 92 03 60

POLICY SYMBOL & NUMBER

Named Insured (and address, zip code when necessary for mailing)

Producer (and address, zip code, for mailing)

STOCKTON PLATING, INC., ET AL

PETRANO BROTHERS & COMPANY P. O. BOX 897

STOCKTON, CALIFORNIA 95204

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part (s) 102

COMPANY

X68590A

is amended as follows:

ADDING AMENDED PART 102 AS PER ATTACHED.

NO ADJUSTMENT IN PREMIUM NECESSARY.

COMPANY COPY TO

		PREMIUM RECAPITULAT	ON	
DUE A	T ENDORSEMENT EFFECTIVE DATE	ADD'L PREMIUM DUE COMPANY	RETURN PREMIUM DUE INSURED	
		IF THE PREMIUM IS PAYAB		NTS
DATES DUE	PREMIUM ADJUSTMENT ORIGINAL INSTALLMENTS	IF THE PREMIUM IS PAYAB	E IN ANNUAL INSTALLME	
DATES DUE		·		
DATES DUE		·		
DATES DUE		·		REVISED INSTALLMENT 5 5

CHANGE AND AVTIACNOT-VARSUSDENDORSEMENT 1—FORICBPOR/O3/21 Page 226 1760 ACS/1k

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy declarations or schedule. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

COMPANY

ROTAL GLOBE INSURANCE COMPANY

ROTAL GLOBE INSURANCE COMPANY

Named Insured (and address, zip code when necessary for mailing)

Producer (and address, zip code, for mailing)

Producer (and address, zip code, for mailing)

PEIRAND BROTHERS & COMPANY

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part (s)

is amended as follows:

P. O. BOX 897

STOCKTON, CALIFORNIA 95204

THE ABOVE ADDITIONAL PREMIUM IS TO CORRECT AN ERROR IN PREMIUM COMPUTATION.

[[]] (3) A (4-28 76)

CASH ADJUST	MENT	PREMIUM RECAPITULATI	ON	
P/R 1.00	DUE AT ENDORSEMENT EFFECTIVE DATE	ADD'L PREMIUM DUE COMPANY 5 20.00	RETURN PREMIUM DUE INSURED S	The state of the s
	PREMIUM ADJUSTMENT	F THE PREMIUM IS PAYAB	E IN ANNUAL INSTALLME	NTS
DATES DUE	ORIGINAL INSTALLMENTS	INCREASE	DECREASE	- REVISED INSTALLMENTS
4-1-77	\$ 10,377.00	5 20.00	\$	5 10, 397, 00
4-1-78	\$ 10,377.00	3 20.00	\$	⁵ 10, 397, 00
	\$	\$	\$	3
	\$	5 7	3	\$.
To	tal Premium to Policy Expiration		. A	11



Case 2:21-cv-00397-WBS-JDP Document 1 | Filed 03/03/21 Page 25 of 104

PREMIUM PAYMENT ENDORSEMENT

Policy Symbol and Number	Name of C	ompany	· · · · · · · · · · · · · · · · · · ·			icy Effective (or ation) Date	Con-	Policy Expirat	ion Date
PYA 92 03 60	ROYAL	GLOBE INS.	co.		4,	/1/76		4/1/79	}
Name and Address of Insured STOCKTON PLATING, I ETAL. 632 SO. EL DORADO S STOCKTON, CALIFORNI	Т.	Name and Address PEIRANO BF P. O. BOX STOCKTON,	ROTHEF 897	RS & COM		Add	e for p litional mium f Chang		
						Name and A	ddress Insured	of Premium Pa	yer
PAYMENT PLAN SELECTED AND CHARGE PER Number Monthly \$2.25/\$100	.		effective t through	X th	eck if is is ured's policy r Plan		,		
\$100.00 OF Quarterly	16th (of Month from the 16	ith through	FIRST OR		FOR US		ERM POLICIES ON	
ANNUAL PREMIUM (\$1.00/\$100 6% SIMPLE INTEREST PER ANNUM		the end of	the month	CURRENT	rear	YEAR		THIRD A Subsequent	
1. Premium (Actual, Provisional or I	<u>-</u>			10,377	00	10,377	00	10,377	00
2. Premium Payment Charge (Refer	r to Table)			233	48	233	48	233	48
3. Adjusted Premium (Line 1 plus	Line 2)		·····	10,610	48	10,610	48	10,610	48
4. Initial Payment (Compute from	Table)			1,768	48				/
5. Total amount to be paid in subsequent (Second and subsequent years			Line 4)		00				
This endorsement is issued for attach said endorsement in the case of a ter of premium in annual installments. It is agreed that the premium shall be dorsement and shall be payable in accounderstood to mean the annual premium auditable form of policy, the amount	rm policy be adjusted as cordance wit um or, in th	eing supplementary s indicated above to th one of the follow e case of a term p	to the e o include ving plan olicy, eac	ndorsement a a charge for s as indicate ch annual inst	the pode allment	appearing on so rivilege of ext e. (For this p t of premium o	ended purpose or, in the	ey providing for payments under the word "pres	paymen this en
Monthly Plan - The adjusted pro and the remaind		be divided into tw at a time at succ		•		•		•	tion date
Quarterly Plan-The adjusted pre and the remaind		be divided into tw rts at a time at su	-					_	tion date
If the Insured is in default with respect cellation notice shall be made effective except those received on a provisional ments of law and all provisions of the	e as of the Lor deposit	end of the period f basis) shall be dee	or which med to h	the last payn ave been earno	nent wa ed as of	as made and a f the end of sai	all collec	cted premium p	oayment s
additional or reduced coverage during by further endorsements of the policy							tal prem	ium shall be e	videnced
lothing herein contained shall be held	to waive, a	lter, vary or extend	any of	the terms or p	provisio	ns of the polic	у ехсер	t as-herein sta	ted.
IF ANNUAL PREMIUM IS BELOW \$100 POLICIES ENDORSED OR TO BE ENDO), INDICATE O	THER PLAN:	Signed b	y:					
	IVE DATE	·							
			-			AUTHORIZED RE	PRESENTA	TIVE	



RED SHIELD Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 26 of 104 PREMIUM PAYMENT ENDORSEMENT

	KENL	UM PAIME	VI ENI	الكر	KSEMLE.		5-17-76	ACS /C	
Policy Symbol and Number	Name of C	ompany			y Effective (or (Con-	Policy Expirati		
PYA 92 03 60	ROYAT.	GLOBE INSURANCE	0.0		ition) Date 1-76		4-1-79		
Name and Address of Insured	1	Name and Address of Produ		4-		<u> </u>		,	
STOCKTON PLATING,	INC., ET. AL. PREET	PEIRANO BROTHER P.O. BOX 897 STOCKTON, CA.			V	tional ium	Reduce in Pres	tion	
STOCKTON, CALIFORN	[A	·			4	-1-7	6		
					Name and A if other than		of Premium Pay	ег	
A 11 367 PAYMENT PLAN SELECTED AND X \$2.25/\$100	DUE DA	OOOO TE FOR FUTURE PAYMENTS For policies effective from the 1st through the 15th of the month		olicy					
CHARGE PER \$100.00 OF Quarterly	16th	of Month from the 16th through	FIRST		FOR USE	WITH TI	TERM POLICIES ONLY		
ANNUAL PREMIUM \$1.88/\$100 6% SIMPLE INTEREST PER ANNUM		the end of the month	OR CURRENT YI	EAR	SECONI YEAR)	THIRD AND SUB-SEQUENT YEARS		
1. Premium (Actual, Provisional or	Deposit)		CASH		20	00	20	φo	
2. Premium Payment Charge <i>(Ref</i>	er to Table)	ADJUSTME	NT		45		#5	
3. Adjusted Premium (Line 1 plu.	s Line 2)				20	45	20	4 5	
4. Initial Payment (Compute from	n Table)			OMP/					
 Total amount to be paid in subsection (Second and subsequent year) 			100 Table 2008 Table 11	JREAL F C	~			<u></u>	
This endorsement is issued for attac said endorsement in the case of a of premium in annual installments.									
t is agreed that the premium shall I dorsement and shall be payable in a understood to mean the annual pren uuditable form of policy, the amoun	ccordance w nium or, in t	ith one of the following plar he case of a term policy, ea	ns <mark>as i</mark> ndicated ch annual insta	l above illment	e. (For this po t of premium o	irpose r, in th	the word "pren	nium" i	
Monthly Plan - The adjusted pand the remain		ll be divided into twelve par rt at a time at successive п						tion dat	
Quarterly Plan-The adjusted part and the remain		II be divided into twelve par arts at a time at successive						tion dat	
the Insured is in default with respectation notice shall be made effect except those received on a provision that of law and all provisions of the	ect to any re ive as of the nal or deposi	equired payment and the cor e end of the period for which t basis) shall be deemed to b	npany elects to the last paym nave been earne	cance ent ward as of	el the policy fo as made and a f the end of sai	or that Il collec	stated reason, cted premium p	ayment	
dditional or reduced coverage durin	ng the policy	y term and other modification	ons resulting in	n a cha	ange of the tot	al prem	nium shall be ev	/idence	

IF ANNUAL PREMIUM IS BELOW \$100, INDICATE OTHER POLICIES ENDORSED OR TO BE ENDORSED UNDER PLAN:

TYPE OF POLICY

EFFECTIVE DATE

by further endorsements of the policy, including endorsements amending this Premium Payment Endorsement.

Signed by:

AUTHORIZED REPRESENTATIVE

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy except as herein stated.

S-JDP Document 1-1 Filed 03/03/21 Page 27 of 23476 ACS/rfl

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which
attached as of issue, provided such attachment is stated in the policy declar-
ations or schedule. Otherwise, this endorsement is issued for attachment to
and forms a part of the policy numbered below, effective only on the date
ndicated on this endorsement but at the same time or hour of the day as the
policy became effective.

	SIGNED	BY:		 		 	**	
			 	 	·	 ***************************************		
i	!		 	 		 		

COMPANY

QUAL-GLOS

AUTHORIZED REPRESENTATIVE END. EFF. DATE (MO., DAY, YR.) POLICY SYMBOL & NUMBER

ROYAL GLOBE INSURANCE COMPANY

4-1-76

PYA 92 03 60

Named Insured (and address, zip code when necessary for mailing)

STOCKTON PLATING, INC., ET AL

Producer (and address, zip code, for mailing) PEIRANO BROTHERS & COMPANY

P. O. BOX 897

STOCKTON, CALIFORNIA 95204

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part(s) SECTION III, PART 301

is amended as follows:

AS PER TRANSPORTATION ENDORSEMENT (X68630), ITEM 4. LIMIT OF LIABILITY, #3 - BY CONVEYANCES SPECIFIED IN (C) ABOVE IS AMENDED TO \$2.500.

NO PREMIUM CHANGE.

11.15 co. 7/29/2011

PREMIUM RECAPITULATION

ADD'L PREMIUM DUE COMPANY RETURN PREMIUM DUE INSURED DUE AT ENDORSEMENT EFFECTIVE DATE !

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS

DATES DUE	ORIGINAL INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	\$	\$	\$	
	\$	\$	\$ 5,5%	\$
	\$:	\$	\$	\$
	\$	\$	\$	\$
Total Pr	emium to Policy Expiration	\$	\$	



81829

RED SHIELD

PREMIUM PAYMENT ENDORSEMENT

						7-23-76 ACS/rfl				
POLICY SYMBOL AND NUMBER	NAME OF CO	MPANY		POLICY	EFFECTIVE (OR IUATION) DATE	POLICY EXPIRATION DATE				
PYA 92 03 60	ROYAL G	LOBE INSURANCE	COMPANY	4	-1-76	4-1-79				
NAME AND ADDRESS OF INSURED		NAME AND ADDRESS OF PRO	DUCER		Complete for	r policy changes only:				
STOCKTON PLATING, IN 632 SO. EL DORADO ST STOCKTON, CALIFORNIA	REET	PEIRANO BROTHE P. O. BOX 897 STOCKTON, CALI			ADDITIONAL PREMIUM DATE OF CHA	IN PREMIUM				
					NAME AND ADDRESS IF OTHER THAN INS	S OF PREMIUM PAYER URED.				
INSURED'S ACCOUNT NUMBER	PRODUCER	CODE								
A 11367	33900	00	t/	eck if nis is						
	DUE DA	ATE FOR FUTURE PAYMENTS		ured's policy						
PAYMENT PLAN X Monthly SELECTED AND 2.25		For policies effective	und	er Plan						
CHARGE PER	L	the 15th of the month	FIRST	-	FOR USE WIT	H TERM POLICIES ONLY				
\$100,00 OF Quarterly ANNUAL PREMIUM		of Manth For policies effective from the 16th through the end of the month	0.0		SECOND YEAR	THIRD AND SUBSEQUENT YEARS				
1. Premium (Actual, Provisional or D	eposit)		455	00		6				
2. Premium Payment Charge (Refer	to Table)		10							
3. Adjusted Premium (Line 1 plus L	ine 2)		465							
4. Initial Payment (Compute from T	able)									
5. Total amount to be paid in subseq (Second and subsequent years sh	uent payment nown on line 3	S (Line 3 minus Line 4)								
This endorsement is issued for attac said endorsement in the case of a of premium in annual installments.	chment to and term policy b	d is hereby made a part of being supplementary to the	the policy de endorsement	signated a already a	above and is effecti ppearing on such p	ve as of the date indicated, policy providing for payment				
It is agreed that the premium shall ment and shall be payable in accounderstood to mean the annual pre- auditable form of policy, the amour	ordance with mium or, in t	one of the following plan the case of a term policy, o	s as indicat each annual i	ed above nstallmen	. (For this purpos t of premium or, in	e the word "premium" is				
Monthly Plan — The adjusted and the rem	d premium sh lainder one pa	all be divided into twelve part at a time at successive	arts, the first monthly inter	two of v	vhich shall be paid ne due date specifie	on or before inception date above.				
Quarterly Plan — The adjusted and the rem	d premium sha ainder three	all be divided into twelve pa parts at a time at successiv	arts, the first ve quarterly in	four of w	vhich shall be paid on the due date spe	on or before inception date cified above.				
If the Insured is in default with respect to any required payment and the company elects to cancel the policy for that stated reason, the cancellation notice shall be made effective as of the end of the period for which the last payment was made and all collected premium payments (except those received on a provisional or deposit basis) shall be deemed to have been earned as of the end of said period, subject to the requirements of law and all provisions of the cancellation clause of the policy to which this endorsement is attached.										
Additional or reduced coverage duri by further endorsements of the pol	ng the policy icy, including	v term and other modificati endorsements_amending tl	ions resulting nis Premium	in a cha Payment	ange of the total p Endorsement.	remium shall be evidenced				
Nothing herein contained shall be h	eld to waive,	alter, vary or extend any	of the terms:	or provisi	ions_of the policy e	except as herein stated.				
IF ANNUAL PREMIUM IS BELOW S POLICIES ENDORSED OR TO BE EN	100. INDICATE	OTHER Signed		9/2						
TYPE OF POLICY EFFE	CTIVE DATE									
					AUTHORIZED REPRESE	NTATIVE				

ТО											w		F	ROM	Pali	, ,,		<u>۔۔۔۔۔</u> م	P			<i>,</i>		iV		
DEPARIM	SENT								· · · · · ·					2,	an	<i>! /}</i>	a					PARTI		PA	<u>-</u>	
COMPANY	<u>50</u>					DAT	r E						_							VPE	OE 1	ERRO		····		
\mathcal{P}							9	,	2:	3 -,	16		F							116	OF I	EKKU				
					ΓRΥ	REQU	RED)							NTRY Tero	0110		CODI								
	ADDITIO	NALP	REM	1IUM					JRN F	REMI	JM			[_] PRE					NUK						
COMPANY	5					COM	APANY	5							ENT											
POLICY SY	YMBOL AN	MUN' D	ER 6	i-13		POL	ICY 5	YMBOL	AND N	UMBER	6-13	3			-										BE LOC ALLMEN	
						V	A	97	0	36	0				-											\$
PRODUCER	CODE 14	-20				PRO	DUCEF	CODE	14-20	2			UNDERWRITING SERVICE PRODUCER CODE ERROR								·					
						3	3	90	20	00	2				PREI											, *
	ctive ate		Am	ount				ctive ate		Α	moun	nt	STAMPED "NO ENTRY" IN ERROR ENDORSEMENT ATTACHED TO WRONG DAILY (APP.)													
		-																							MENT	
						7-	-/- 7	76	-	410.	23	3		INCORRECT DA						TIO	N, INS	TAL	LMENT	, CANCE	ELLAT	
	r]				_	MONEY TRANSACTION NOT ENTERED												
														M	ONEY	T	RAN	ISAC	TI) N N	I O T	ENT	ΓER	ED		
	En	tered A	s						Shoul	d Be				07	THER											
·/P		R/P				A/P			F	R/P			7	DUPLICATE ENTRY FROM D												
NTRY DAT	E OF ITE	1				<u></u>							_	ELECTRONIC AUTO POLICY					RECE	IVED	(DAIL	Y O.K.)				
Kin, Daii	4					76	,							X	Misc.	01		. 0								
1	ن					L PR		M				T	l		~	er.	0	ve-		URN	PR	EMIUN				
nd't.	Cur	rent	С	omm	Ne	ext	In	stallm	ent	Con	,m	En	ďt.	(Curren	t	C	omm				Ne			Next	Com
ate	Insta	Ilment	\perp		Da	ate				-		Da	ete	In:	stallme	ent					····	Da	te	Ins	tallment	0011
,					Mo					ĺ																
0					IVIO	 						Mo										Mo				-
sy					Day	vl						Day										Day			-	
- t			+		 						7						+									-
					Υı							ıΥ						i				1Y				<u> </u>
J /O-GEN	7	LIABIL	i	·		·			1		T				1 - 1 -	<u> </u>	-1	1	T							
ENTRY TYP SPL . 2 3			PDE	PK	5 20 T	CLASS I		INDUS BIL PO		T.DIS		POSUR	5	TATE T	ERR.M.	LPER	RA	МО	FF.	MO A	R	PREM EXCEP	T P.D	. COM	P.D. PREMIL	лм со
. 2 3	4 21	22 2:	3 24	25-2	5127-28	29	- 32	33 34	35	- 3	5 37	-	41 4	2-43 44	-45 46	47	48	49	50-51	52 53	-54 5	5 -	6	<u> 261-63</u>	64 -	69 70-
	1 -	 	+	_	-				1		1 !					1	1				-			-	ļ	
																	·									
			1_	_	1_1				ļ		;						<u> </u>					···				
(-	+				_								<u> </u>		1-1			-			-		
			+-	+					 -		-						-							 	<u> </u>	
JTO-PHY	YS. DAM.	AGE			ll				J		<u>.ii.</u>		L					LL					·········		L	
NTRY	N/A	RANS.	DE	L	F	SPEC	EXPOS	CLAS	S AGE	cov.	7	ERR,	5.0.	TAX	LOCA	TION	TE-	EFF	.	EXPIR	-	PREMI	им	сомм	ENTRY ST	AMP
TYPSPL 2 3	N/F ID 4 21	22 23	24	25-2	й 627 - 28	29	30-31	32-3	4 35	36-3	38	• 39	40~4	142-4	3 44 -	47	46	49 5	YR 1	ло үл 12 53-	7 54 5 5	5 -	6	061-63		
			1	<u> </u>	<u> </u>			ļ		ļ	ļ		ļ	ļ	ļ		<u> </u>		_		1_			ļl		
			+-	-	┼					ļ			ļ	ļ	ļ		ļ			- -	-			+-		
			+	ļ	-					 			 	 	 		-		\dashv	+		·····		 		
		-	1		<u> </u>			<u> </u>	+				<u> </u>	1	1		-	-	+	+	+					
							i							L						_						
							1		== r====				T		т											
			, ,		. F		COV.	1.0F D	D FOR	M NO.	of OR	RULE	EXP.	TAX	R.I.CODE	CO	E R	EFF MO V	R M	XPIR.	-	PREMI	J.M.	сомм	RESE PREM	
	N/R T	RANS.	DEP	L NE	°e,	CLASS	AL. T	Treate -							· · · · · · · · · · · · · · · · · · ·											
	N/R ID 4 :21	RANS. TYPSUP	DEP	и _Е 25-26	27-28	29 - 3	2 33	ofcov.si	4 35-	6 37-	3.8	39	40-4	42-43	44-46	4.7	48	49 50) -51 5	2 53-8	4 5 5		60	61-63	73 •	7
	N/R TD 4 :21 :	RANS. TYPSUP	DEP	N _E 25-26	27-28	29 - 3	2 33	ofcov,s	14 35-	36 37-3	3.8	39	40-4	42-43	44-46	4.7	48	49 50	>51 5	2 53-5	455		60	61-63	7.3	
ENTRY TYP SPL 2 3 4	N/R TD 4 :21	RANS. TYPSUP 22 23	DEP	и _е 25-26	27-28	29 - 3	2 33	orcov,si	14 35-	36 37-3	3.8	3 9	40-4	42-43	44-46	4.7	48	49 50	>51 5	2 53-5	455		60	61-63	7.3	7
	N/R ID 4 :21 :	RANS. TYPSUP	DEP	Z5-26	27-28	29 - 3	AMT.2 2 33	DFCOV_SI	34 35~	36 37-3	3.8	3 9	40-4	42-43	44-46	4.7	48	49 50	>51 5	2 53-5	455		60	61-63	73 •	7



31829

RED SHIELD PREMIUM PAYMENT ENDORSEMENT

4-22-77 ACS/rr

POLICY SYMBOL AND NUMBER	NAME OF COMPANY		POLICY EF	FECTIVE (OR ITION) DATE	POLICY EXPIRATION DATE		
PYA 92 03 60	ROYAL GLOBE INSURANCE	CE CO.	4-1-7	16	4-1-79		
NAME AND ADDRESS OF INSURED STOCKTON PLATING INC 632 S. EL DORADO ST. STOCKTON, CA.		OTHERS & C		ADDITIONAL PREMIUM DATE OF CHAN	IN PREMIUM		
			IF.	OTHER THAN INSU	IRED.		
A11367	PRODUCER CODE 3390000	thi	eck if is is ired's	(TO REVERSE PREVIOUS RSPP ENDT.)			
PAYMENT PLAN SELECTED AND SUMPOS PER	DUE DATE FOR FUTURE PAYMENTS For policies effects from the 1st hot when 1st hot with 1st hot mo	ive unde gh nth	policy er Plan	EOD MOE WATER	TEDIA DOLLOUPO ONLY		
CHARGE PER \$100.00 OF Quarterly ANNUAL PREMIUM	76th of Month 16th through	ive OR	EAR	SECOND YEAR	TERM POLICIES ONLY THIRD AND SUBSEQUENT YEARS		
1. Premium (Actual, Provisional or De	posit) (C	ASH ADJUS	T.)	546.00	546.00		
2. Premium Payment Charge (Refer to	o Table)			ر 12.28 الم	3 (12.28)		
3. Adjusted Premium (Line 1 plus Lin	ne 2)			558.28	558.28		
4. Initial Payment (Compute from Ta	ble)		ار ارا ارا				
5. Total amount to be paid in subsequ (Second and subsequent years sho	ent payments (Line 3 minus Line 4) wn on line 3)		,				
This endorsement is issued for attack said endorsement in the case of a to of premium in annual installments.	nment to and is hereby made a part erm policy being supplementary to th	of the policy desi ne endorsement a	gnated abov Iready appe	e and is effective aring on such po	e as of the date indicated, licy providing for payment		
It is agreed that the premium shall be ment and shall be payable in accor understood to mean the annual premi auditable form of policy, the amount	dance with one of the following p ium or, in the case of a term policy	lans as indicated y, each annual ins	d above. (F stallment of	For this purpose premium or, in t	the word "premium" is		
Monthly Plan — The adjusted and the rema	premium shall be divided into twelve inder one part at a time at successiv	parts, the first to e monthly interva	two of which als on the d	h shall be paid or lue date specified	n or before inception date above.		
Quarterly Plan — The adjusted and the remai	premium shall be divided into twelve inder three parts at a time at succes	parts, the first f ssive quarterly int	our of whic ervals on ti	h shall be paid or 1e due date speci	n or before inception date ified above.		
f the Insured is in default with resp cellation notice shall be made effective except those received on a provision equirements of law and all provision	ve as of the end of the period for v nal or deposit basis) shall be deem	which the last pay ned to have been	yment was earned as	made and all coll of the end of sa	lected premium payments aid period, subject to the		
Additional or reduced coverage during by further endorsements of the polic	v including andorcomente amending	thic Promium P	aument End	lorcament			
tothing herein contained shall be held	d to waive, alter, vary or extend an	y of the terms or	provisions	of the policy exc	cept as herein stated.		
IF ANNUAL PREMIUM IS BELOW \$11 POLICIES ENDORSED OR TO BE ENDO	00, INDICATE OTHER Signe ORSED UNDER PLAN:	ed by: 🖺 🚉	ر الانتخاب المناطق - مود عمر الله الله - الانتخاب الله	APR 26 1977	or and the second		
TYPE OF POLICY EFFECT	TIVE DATE	2004 - 4.02	Light of 18	23577	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		
		£ 44		94 - O. S. C. C. C. C.			



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

POLICY SYMBOL AND NUMBER	NAME OF COMPANY					CONT	Y EFFECTIVE (OR INUATION) DATE	POLICY EXPIRA	POLICY EXPIRATION DATE		
PYA 92 03 60	ROYAL	GLOBE	INS.	CO.		APR	1.1,1976	APR.I,	1979		
NAME APD ADDRESS OF INSURED STOCKTON PLATING, IN 632 SO. EL DORADO S STOCKTON, CALIFORNI.	TRÉET	P.O.		ROTH 897	ERS & CO).	Complete fo ADDITIONA PREMIUM DATE OF CHA	X IN F	s only: DUCTION PREMIUM		
							NAME AND ADDRESS IF OTHER THAN INS		YER		
INSURED'S ACCOUNT NUMBER A 1 1 3 6 7 PAYMENT PLAN X Monthly SELECTED AND	PAYMENT PLAN SELECTED AND CHARGE PER DUE DATE FOR FUTURE PAYMENTS Total Monthly SELECTED AND CHARGE PER STORE THE PAYMENTS Total Month For policies effective from the 1st through the 15th of the month				th. Inst first	eck if is is ired's policy r Plan	R.S.PP.END T.)				
CHARGE PER \$100.00 OF Quarterly	L		e 15th of the r policies e	1	FIRST			H TERM POLICIES (
ANNUAL PREMIUM	16th c	of Month 110	om the 16th e end of the	through [OR CURRENT Y	EAR	SECOND YEAR		D AND ENT YEARS		
1. Premium (Actual, Provisional or De	posit)				455	00					
2. Premium Payment Charge (Refer t	o Table)				01	23	75 0				
3. Adjusted Premium (Line 1 plus Li	ne 2)				465	23			7 .		
4. Initial Payment (Compute from Ta	ble)								₩2° -		
5. Total amount to be paid in subsequence (Second and subsequent years sho	ent payments wn on line 3)	(Line 3 mi	inus Line	4)			09 -23- 76/K	KH			
This endorsement is issued for attack said endorsement in the case of a tof premium in annual installments. It is agreed that the premium shall be ment and shall be payable in according understood to mean the annual premium shall be formed to mean the annual premium shall be formed.	erm policy be e adjusted as dance with c ium or, in th	ing suppler indicated one of the e case of	mentary t above to following a term p	include g plans olicy, ea	ndorsement a a charge for as indicated ach annual ins	Iready a the priv d above stallmen	appearing on such police rilege of extended pa e. (For this purpose t of premium or, in	olicy providing f yments under the the word "pr	for payment his endorsc- remium" is		
auditable form of policy, the amount Monthly Plan — The adjusted	•	•		•			, , ,	n or before inc	ention date		
and the rema	inder one par	t at a time	at succe	essive m	onthly interva	ls on th	ne due date specified	d above.			
Quarterly Plan — The adjusted and the rema	premium shal inder three pa	l be divided arts at a ti	d into two me at suc	elve par ccessive	ts, the first for guarterly ont	our_of v ervals, c	vhich shall be paid o n the due date spec	n or before ince ified above.	eption date		
If the Insured is in default with resp cellation notice shall be made effecti (except those received on a provision requirements of law and all provision	ect to any re ve as of the nal or deposi	equired pay end of the t basis) sh	ment and period for the period for t	f the co or which eemed	mpany elects nathe last pa to have been	to can ment v earned	cel the policy for the las inade and all co as of the end of s	at stated reason lected premium aid period, subi	the can-		
Additional or reduced coverage during by further endorsements of the polic	g the policy y, including a	term and o	other mod ts amend	dification ling this	ns resulting i s Premium P	n a cha ayment	ange of the total pro Endorsement.	emium shall be	evidenced		
						-		cept_as_herein :	stated.		
Nothing herein contained shall be helder if annual premium is below \$11 POLICIES ENDORSED OR TO BE ENDORSED OF TO BE EFFECT	DO, INDICATE (DRSED UNDER : IVE DATE	THER PLAN:	S	igned by	G BURE	AU A==>E	f 2 3 15/6	PY			
81829	· · · · · · · · · · · · · · · · · · ·						AUTHORIZED REPRESENT	TATIVE			



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

POLICY SYMBOL AND NUMBER	NAME OF CO	MPANY				LICY EFFECTIVE (OR POLICY EXPIRATION NTINUATION) DATE					
PYA 92 03 60	ROYAL	GLOBE	INS.CO.	•	APR	.1,19	76	4	APR.1,197	9	
STOCKTON PLATING, I 632 SO. EL DORADO STOCKTON, CA.	PEIR P.O.	ADDRESS OF PRICE AND BROY BOX 89°CKTON, CA	THERS & (co.	<u>X</u>	Complete for policy changes only: ADDITIONAL REDUCTION IN PREMIUM DATE OF CHANGE NAME AND ADDRESS OF PREMIUM PAYER IF OTHER THAN INSURED.					
PAYMENT PLAN SELECTED AND CHARGE PER \$100.00 OF Quarterly	uarterly 1st of Month For policies effective from the 15th of the month For policies effective from the 16th through FIRST OR					H TERM POLICIES ONLY					
ANNUAL PREMIUM		of Month <i>fro</i> .	m the 16th through end of the month) UK		;	SECONI YEAR)	THIRD AND SUBSEQUENT YEARS		
1. Premium (Actual, Provisional or D				CASH AD	JUST) !	546	00	546	00	
2. Premium Payment Charge (Refer				_			12	28	12	28	
3. Adjusted Premium (Line 1 plus L	ine 2)	·		_			558	28	558	28	
4. Initial Payment (Compute from T	able)								ļ		
Total amount to be paid in subseq (Second and subsequent years sh	uent payments own on line 3)	(Line 3 mi	inus Line 4)			09-	23:	-76/K	Н	:	
This endorsement is issued for attacts and endorsement in the case of a of premium in annual installments. It is agreed that the premium shall ment and shall be payable in accounderstood to mean the annual premauditable form of policy, the amount	term policy be be adjusted as rdance with on nium or, in th	eing suppler s indicated one of the ne case of	mentary to the above to include following place a term policy.	endorsement a de a charge for ns as indicate each annual in	the prived above stallmen	ilege of e . (For the	on su extend nis pu nium o	uch police led paym urpose tor, in the	cy providing for nents under this the word "prem	payment endorse- ium" is	
Monthly Plan - The adjusted	premium sha	II be divide	d into twelve p	-	two of v	vhich sha	ll be	paid on	or before incept	ion date	
Quarterly Plan — The adjusted and the remaind the Insured is in default with rescellation notice shall be made effect (except those received on a provision requirements of law and all provision Additional or reduced coverage during by further endorsements of the policy.	premium shall ainder three p pect to any re ive as of the onal or depos ns of the car eg the policy cy, including	Il be divided arts at a tine equired pay end of the it basis) shocellation of term and dendorsemen	d into twelve p me at success, ment and the period for whall be deeme lause of the p other modificat ts amending t	earts, the first to the superior of the last per color of the last	four of the real of the cape o	which sha the do de in the de as of the dorsement inge of the Endorsem	ll be le date elicy and e enc t is a he to ent.	paid on specifi for that all code of said ttached. tal prem	or before incept, ed above stated eason to oted prominiums part i period, subject ium shall be ev	the can- ayments to the	
Nothing herein contained shall be he IF ANNUAL PREMIUM IS BELOW \$ POLICIES ENDORSED OR TO BE ENI TYPE OF POLICY EFFEC	IOO. INDICATE (OTHER	or extend any Signed	of the terms of by:	r provis BURE BURE BURE	ons for the	e:-poli	icy) exce — (1976	pt as therein sta	ted.	
81829					· · · · · · · · · · · · · · · · · · ·	AUTHORI	ZED REI	PRESENTAT	IVE		

Charge 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 33 of 194-76 ACS; xf1 Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. OYAL-GLOBA Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declar-SIGNED BY: ations or schedule. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time othour of the day as the AUTHORIZED REPRESENTATIVE policy became effective. COMPANY END. EFF. DATE (MO., DAY, YR.) POLICY SYMBOL & NUMBER PYA 92 03 60 ROYAL GLOBE INSURANCE COMPANY 7-1-76 Producer (and address, zip code, for mailing) Named Insured (and address, zip code when necessary for mailing) PEIRANO BROTHERS & COMPANY STOCKTON PLATING, INC., ET AL P. O. BOX 897 STOCKTON, CALIFORNIA 95204

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part (s) SECTION I PART 101

is amended as follows:

10,943

BLANKET IN BUILDINGS IS INCREASED FROM \$363,000.

TO \$413,000.

0.39

Total Premium to Policy Expiration

ADD LOCATION #11) 319 - 3 RD STREET BRODERICK, CALIFORNIA

ADDITIONAL INSURED FOR LOCATION #11, BLDG. #1 IS:

LINDA SCHNEIDER & JUDY SCHNEIDER 929 - 44TH STREET SACRAMENTO, CALIFORNIA 95819

AL B COMPANY COPY TO BOPY

s

CASH ADJUSTMENT

PREMILIAN RECAPITULATION

DUE AT ENDORSEMENT EFFECTIVE DATE 5 455

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS

DATES DUE ORIGINAL INSTALLMENTS ENCREASE DECREASE REVISED INSTALLMENTS

4-1-77 10 397 546 5 10.943

546

\$

se 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 34**4422477 ACS/rr**

CHANGE AND ATTACHING CLAUSE ENDORSEMENT

ROYAL-GLOBE	INSURANCE	COMPANIE
-------------	-----------	----------

This endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

SIGNED BY:		

AUTHORIZED REPRESENTATIVE

NAME OF COMPANY

ROYAL GLOBE INSURANCE CO.

END. EFF. DATE (MO., DAY, YR.)

POLICY SYMBOL & NUMBER-PYA 92 03 60

NAMED INSURED (AND ADDRESS, ZIP CODE WHEN NECESSARY FOR MAILING)

STOCKTON PLATING INC., ETAL.

PRODUCER (AND ADDRESS, ZIP CODE, FOR MAILING)

PEIRANO BROTHERS & CO. P. O. BOX 897 STOCKTON, CA. 95204

TIME OF ATTACHMENT

REVISED

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part SECT. 1

is amended as follows:

BLANKET IN BUILDINGS IS INCREASED FROM \$363,000. TO \$413,000.

ADD LOCATION #11) 319 - 3RD ST. BRODERICK, CA.

ADDITIONAL INSURED FOR LOCATION #11, BLDG. #1 IS:

LINDA SCHNEIDER & JUDY SCHNEIDER 929 - 44TH ST. SACRAMENTO, CA. 95819

"CASH ADJUSTMENT"

(P/R .833)	PREMIUM RECAPITULATION						
	0 5	ADDITIONAL PREMIUM	RETURN PREMIUM				
	Due at Endorsement Effective Date	\$ 152.00	\$				

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS

DATES DUE	ORIGINAL INSTALLMENTS	INCRE		DECREASE		VISED INSTALLMENTS
4-1-77	\$10,397.00	\$ 182.00		\$	\$ 10	,579.00
4-1-78	\$10,397.00	182.00		\$	\$ 10	,579.00
	\$	\$	- F.J. E.	\$	\$	
	\$	\$		\$	\$	
Total	Premium to Policy Expiration ▶	\$		\$. :	



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

<u> </u>						4-22.	-77 A	es/r
POLICY SYMBOL AND NUMBER	NAME OF CO	MPANY		POLICY CONTIL	PEFFECTIVE (OR NUATION) DATE		XPIRATIO	
PYA 92 03 60					-1-76	4-1	4-1-79	
NAME AND ADDRESS OF INSURED		NAME AND ADDRESS OF PRO	DDUCER			for policy ch		lv:
TOCKTON PLATING INC 32 S. EL DORADO ST. TOCKTON, CA.	. ETAL.	PEIRANO BROTH P. O. BOX 897 STOCKTON, CA.	•	•	ADDITION PREMIUM DATE OF CH	NAL M HANGE	REDUCT	ION
					NAME AND ADDRE IF OTHER THAN IN	SS OF PREMIL ISURED.	JM PAYER	
INSURED'S ACCOUNT NUMBER	NUMBER PRODUCER CODE Check		ck if	(REVISED)				
A11367	339	90000	this	is	,	•		
PAYMENT PLAN SELECTED AND Monthly 2.25		TE FOR FUTURE PAYMENTS For policies effective from the 1st through	Insured's first policy under Plan					
CHARGE PER \$100.00 OF Quarterly	1st	the 15th of the month For policies effective	FIRST		FOR USE W	ITH TERM POLI	CIES ONLY	
ANNUAL PREMIUM	16th	of Month from the 16th through the end of the month	OR CURRENT YEAR		SECOND YEAR	SUE	THIRD AN SEQUENT	
1. Premium (Actual, Provisional or De	posit)	(CASH	ADJUSTM	ent)	182.0	00	182,	00
2. Premium Payment Charge (Refer to	o Table)	•			Jan. 4.0	19		.0 9
3. Adjusted Premium (Line 1 plus Li	ne 2)				186.0	j	186	
1. Initial Payment (Compute from Ta	ble)							
 Total amount to be paid in subsequence (Second and subsequent years shown) 	ent payments wn on line 3)	(Line 3 minus Line 4)	Co	Ū				
his endorsement is issued for attach aid endorsement in the case of a to f premium in annual installments.	ment to and erm policy be	is hereby made a part of t ing supplementary to the e	he policy design ndorsement alr	nated a eady ap	bove and is effect pearing on such p	ive as of the policy provid	e date inc ling for p	ficated, ayment
t is agreed that the premium shall be nent and shall be payable in accor nderstood to mean the annual premi uditable form of policy, the amount	dance with o ium or, in th	one of the following plans e case of a term policy e	as indicated ach annual inst	above. allment	(For this purpos	se the word	d "premiu	um"is
Monthly Plan — The adjusted and the remai	premium shal nder one par	Il be divided into twelve part at a time at successive m	rts, the first tw nonthly intervals	o of wh	nich shall be paid e due date specifie	on or before ed above.	e inceptio	n date
Quarterly Plan — The adjusted	premium shal		ts, the first fou	ır of wh	nich shall be paid	on or before	inceptio	n date
the Insured is in default with respellation notice shall be made effective cept those received on a provision quirements of law and all provision	ect to any re re as of the ral or deposi	equired payment and the co end of the period for whic t basis) shall be deemed	ompany elects t h the last payn to have been e	o cance nent wa earned	el the policy for t as made and all c as of the end of	hat stated recollected pres	eason, th	/ments

othing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy except as herein stated. IF ANNUAL PREMIUM IS BELOW \$100, INDICATE OTHER POLICIES ENDORSED OR TO BE ENDORSED UNDER PLAN: Signed by:

y further endorsements of the policy, including endorsements amending this Premium Payment Endorsement.

dditional or reduced coverage during the policy term and other modifications resulting in a change of the total premium shall be evidenced

TYPE OF POLICY

EFFECTIVE DATE

CHANGE AND ATTACHING CLAUSE ENDORSEMENT SIGNED BY:

ROYAL-GLOBE	INSURANCE	COMPANIE

This endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

AUTHORIZED REPRESENTATIVE

NAME OF COMPANY

END. EFF. DATE (MO., DAY, YR.)

POLICY SYMBOL & NUMBER

ROYAL GLOBE INSURANCE CO.

7-1-76

PYA 92 03 60

NAMED INSURED (AND ADDRESS, ZIP CODE WHEN NECESSARY FOR MAILING)

PRODUCER (AND ADDRESS, ZIP CODE, FOR MAILING)

STOCKTON PLATING, INC., ETAL.

PEIRANO BROTHERS & CO. P. O. BOX 897 STOCKTON. CA. 95204

TIME OF ATTACHMENT

REVERSING

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part SECT.

is amended as follows:

101

BLANKET IN BUILDINGS IS INCREASED FROM \$363,000. to \$413,000.

ADD LOCATION #11) 319 - 3RD ST. BRODERICK. CA.

ADDITIONAL INSURED FOR LOCATION #11, BLDG. #1 IS:

LINDA SCHNEIDER & JUDY SCHNEIDER 929 - 44TH ST. SACRAMENTO. CA. 95819

"CASH ADJUSTMENT"

PREMIUM RECAPITULATION

ADDITIONAL PREMIUM Due at Endorsement Effective Date >

RETURN PREMIUM s 455.00

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS

DATES DUE	ORIGINAL INSTALLMENTS	1	INCREASE	DECREASE	REVISED INSTALLMENTS
4-1-77	\$ 10.943.00	\$		\$ 546.00	\$10,397.00
4-1-78	\$ 10,943.00	\$		\$ 546.00	\$10,397,00
	\$	\$		\$	\$
	\$	\$	Åe.	\$	\$
Te	otal Premium to Policy Expiration ▶	\$		\$	

ACH ACCIDENTS -- ----- HOREMISES MEDICAL DAVMENTS:

P69044A

Gase 2:21-6/2088-WBS-50P Document 1-1 Filed 03/03/21 Page 38 of 104

	1	
ROYALCOOF	PREMIUM ADJUSTME	, T ENDORSEMENT
Acres de	POLICY SYMBOL & NUMBER	NAME OF COMPANY

ROYAL-GLOBE INSURANCE COMPANIE

NAME OF	PYA 92 03	60 ROYA	L GLOBE INSUR	ANCE CO.	
	STOCKTON	PLATING, INC	., ETAL.		
VDDKF22	of Insured 632 SO. E	L DORADO STRI	ET, STOCKTON	. CA.	
PRODUCER	-		ER OF NO. CA	ADJUSTMENT PERIO	777 TO 4/1/78
SECTION	COVERAGE		DES	CRIPTION OF CHANGE	
	XX Property Damage XX Business Income Glass			JDIT BILLING NO CHARGE NO CHARGE EXCLUDED	
11	X General Liability		\$	1,450. A/P	
141	Automobile Liability an Physical Damage	d		XCLUDED	
IV	Boiler and Machinery		E	XCLUDED	
v 3	(X) Inland Marine			CHARGE COMPANY CO	PY TO A A D
VI	☐ Crime		K3	S.F. CFINEN	2 1972
		 usiness Comprehensive Polic	r, the following premium adju	stment has been made as a resi	ult of the changes indicated abo
	capitulation sured for Premium Adjustmen	t Paried C	X Due Comp	for Denmisson Addition	Pariod P. 4 1 pm m
	stment if the Premium is pay		Y Due court	pany for Premium Adjustment F	Period \$ 1,450.
	Dates Due	Current Installments	Increase	Decrease	Revised Installmen
	\$		\$	\$ \$	\$
	\$		\$	\$	\$
	2	Total Premium to Policy Expiration	: 0		TAPY
5 A	Sie	NED BY (AUTHORIZED REPRESE	NTATIVE)		

	L'GLOS	D397-WBS-JDP Do									
	POLICY SYMBOL 8			KU17	AL-GLOBE INSURANCE COMPANII						
		1	GLOBE INS.CO.	(4-19-7	8/KH/SS)						
	F INSURED	NG, INC., ETAL			77.517.04						
632 PRODUCE	SO. EL DORA	NDO ST.,STOCKTO		Maroo ment Temor	COVERED						
ROL	LINS BURDICE	CHUNTER OF NO.	CALIFORNIA	FROM 4-1-78	то 4-1-79						
SECTION	COVERAGE	ANNIVERSAR	Y BILLING DESCRI	PTION OF CHANGE							
	X Property Damage	PROP	.DAMNO	CHANGE							
1	Business Income	BUS.	BUS.INCNO CHANGE								
	Glass										
11	▼ General Liability	GEN.	GEN. LIAB\$3,268.00 A/P								
111	Automobile Liability Physical Damage	and	AUTO LIABEXCLUDED PHY. DAMEXCLUDED								
IV	Boiler and Machiner	e XCLU			st						
V	X Inland Marine	I NLAN	INLAND MARNO CHANGE								
VI	X Crime	CRIME	NO CHANGE	S. F. COF22 2.9	1978 COPY						
In accordance	e with the provisions of you	Ir Business Comprehensive Policy									
Premium Re	ecapitulation										
	isured for Premium Adjusti	ment Period \$ payable in annual installments	Due Company	for Premium Adjustment Peri	od \$						
Testatuli du	Dates Due	Current Installments	Increase	Decrease	Revised Installments						
4-1-7		3 12,169.00	3,268,00	\$	15,437.00						
		\$	\$	\$	\$						

81096 A

DATE

\$

Total Premium to Policy Expiration

SIGNED BY (AUTHORIZED REPRESENTATIVE)



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

POLICY SYMBOL AND NUMBER	NAME OF CO.	MPANY		POLIC	Y EFFECTIVE (OR NUATION) DATE	POLICY EXPIRATION DATE					
PYA 92 03 60	ROYAL	GLOBE INS, CO.		Ļ	*! *76	4-1-79					
NAME AND ADDRESS OF INSURED STOCKTON PLATING, IN 632 SO.EL DORADO ST STOCKTON, CA.		NAME AND ADDRESS OF PRO ROLLINS, BURDIO OF NO, CALIFOR P.O. BOX 897 STOCKTON, CA,,	CK & HUN' RNIA	Complete for policy changes only: X ADDITIONAL REDUCTION PREMIUM IN PREMIUM DATE OF CHANGE L=1-78 NAME AND ADDRESS OF PREMIUM PAYER IF OTHER THAN INSURED.							
INSURED'S ACCOUNT NUMBER	PRODUCER	CODE	Che	ck if							
A11367	339	0000		s is							
PAYMENT PLAN X Monthly SELECTED AND 2.25		TE FOR FUTURE PAYMENTS For policies effective from the 1st through the 15th of the month	first p under	olicy							
CHARGE PER \$100.00 OF Quarterly ANNUAL PREMIUM		For policies effective from the 16th through the end of the month	FIRST OR CURRENT YE	AR	SECOND THIRD AND YEAR SUBSEQUENT YEARS						
1. Premium (Actual, Provisional or De	eposit)					3,268 00					
Premium Payment Charge (Refer t	to Table)			,		73 53					
. Adjusted Premium (Line 1 plus Li	ine 2)			(Ž/	3,341 53					
. Iritial Payment (Compute from Ta	able)										
. Total amount to be paid in subsequ (Second and subsequent years sho	ient payments own on line 3)	(Line 3 minus Line 4)			(4=19=78/K	H/SS)					
his endorsement is issued for attack aid endorsement in the case of a to f premium in annual installments. is agreed that the premium shall be ent and shall be payable in accorderstood to mean the annual premiuditable form of policy, the amount	erm policy be be adjusted as rdance with o fium or, in th	sing supplementary to the e s indicated above to include one of the following plans the case of a term policy, e	a charge for t as indicated ach annual inst	hè priv above	ppearing on such pilege of extended p . (For this purpos t of premium or in	policy providing for paymen dynamics under this endors see the word "premium"					
Monthly Plan - The adjusted	premium sha		rts, the first tv	vo of w	hich shall be paid	on or before inception dat ed above.					
Quarterly Plan - The adjusted			•		•						

Quarterly Plan — The adjusted premium shall be divided into twelve parts, the first four of which shall be paid on or before inception date and the remainder three parts at a time at successive quarterly intervals on the due date specified above.

If the Insured is in default with respect to any required payment and the company elects to cancel the policy for that stated reason, the cancellation notice shall be made effective as of the end of the period for which the last payment was made and all collected premium payments except those received on a provisional or deposit basis) shall be deemed to have been earned as of the end of said period, subject to the requirements of law and all provisions of the cancellation clause of the policy to which this endorsement is attached.

Additional or reduced coverage during the policy term and other modifications resulting in a change of the total premium shall be evidenced by further endorsements of the policy, including endorsements amending this Premium Payment Endorsement.

Signed by:

lothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy except as herein stated.

	AL PREMIUN						
POLICIES	ENDORSED	OR	TO	ΒE	ENDORS	ED UNDER	PLAN:

TYPE OF POLICY

EFFECTIVE DATE

MLU S. F. GPS 191978 CUPY

AUTHORIZED REPRESENTATIVE

se 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 41 of 104 PREMIUM ADJUS. ML. IT ENDORSEMENT NAME OF COMPANY POLICY SYMBOL & NUMBER

ROYAL-GLOBE INSURANCE COMPANI

PYA 92 03 60 ROYAL GLOBE INS. CO.

NAME OF INSURED	
STOCKTON PLATING, INC., ETAL.	
ADDRESS OF INSURED	
632 S. EL DORADO ST., STOCKTON, CA.	
PRODUCER	ADJUSTMENT PERIOD COVERED
ROLLINS, BURDICK, HUNTER	FROM 4-1-76 TO 4-1-77

INS, BURDICK,	HUNTER	FROM 4-1-76 TO 4-1-77
COVERAGE	DESCR	RIPTION OF CHANGE
Property Damage Business Income	AUDIT BILLING PROPERTY DAMAGE BUSINESS INCOME	no charge
General Liability	GENERAL LIABILITY	\$367.00 AP
Automobile Liability and Physical Damage	EXCLUDED	
Boiler and Machinery	EXCLUDED	
Inland Marine Glass	INLAND MARINE	NO CHARGE
Crime	COMPANY COPY TO	NO CHARGE
	Property Damage Business Income Glass COVERAGE Property Damage Automobile Liability Automobile Liability and Physical Damage	AUDIT BILLING PROPERTY DAMAGE BUSINESS INCOME XXGeneral Liability GENERAL LIABILITY Automobile Liability and Physical Damage EXCLUDED EXCLUDED XInland Marine Glass Glass

Premium Recapitulation										
Due Insured for Premium A	Adjustment Period \$	Due Company for Premium Adjustment Period \$ 367.00								
Premium adjustment if the Premi	um is payable in annual installment	\$								
Dates Due	Current Installments	Increase	Decrease	Revised Installments						
	\$	\$	\$	\$						
	\$	\$	\$	\$ 3 8						
	\$	\$	\$ -1 :7	50 50 100						
	\$	\$ 500	7 87	\$						
	Total Premium to									

DATE

2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 42 of 104

CHANGE AND A . . . ING CLAUSE ENDORSEMENT

ROYAL-GLOBE INSURANCE COMPANI

This endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

AUTHORIZED REPRESENTATIVE

NAME OF COMPANY

END. EFF. DATE (MO., DAY, YR.)

POLICY SYMBOL & NUMBER

ROYAL GLOBE INSURANCE COMPANY

PYA 92 03 60

NAMED INSURED (AND ADDRESS, ZIP CODE WHEN NECESSARY FOR MAILING)

4-1-77

SIGNED BY:

PRODUCER (AND ADDRESS, ZIP CODE, FOR MAILING)

STOCKTON PLATING INC., ET. AL.

ROLLINS, BURDICK, HUNTER P.O. BOX 897 STOCKTON, CA. 95204

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part

201

is amended as follows:

ADD CODE 42250 - WAREHOUSE

PREMIUM BASE - C) 19.513, AND ENDORSEMENT G610.

(NEVADA EXPOSURE)

		PREMIU	M RECAPITULATI	ON		
Due	at Endorsement Effective Date >	ADDITION	AL PREMIUM	RETURN PREMIUM		
Due	at Linusiaement Litective Date \$	\$ AT	AUDIT	\$		
	PREMIUM ADJUSTMENT	IF THE PR	EMIUM IS PAYABL	E IN ANNUAL INS	TALLMENT	rs .
DATES DUE	ORIGINAL INSTALLMENTS		INCREASE	DECREASE		REVISED INSTALLMENTS
	\$	\$		\$		\$
	\$	\$		\$		\$
	\$	\$		\$		\$
	\$	\$	FA15	\$ 7 7 3	A C	N PP B B
Total	Premium to Policy Expiration 🕨	器 极		\$	13	

ase 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 43 of 104 PREMIUM ADJUSTIMENT ENDORSEMENT 4-22-77 ACU/rr ROYAL-GLOBE INSURANCE COMPANIES POLICY SYMBOL & NUMBER NAME OF COMPANY PYA 92 03 60 ROYAL GLOBE INSURANCE CO. NAME OF INSURED STOCKTON PLATING, INC., EFAL. ADDRESS OF INSURED 632 S. EL DORADO ST., STOCKTON, CA. ADJUSTMENT PERIOD COVERED PEIRANO BROTHERS & CO., STOCKTON, CA. FROM 4-1-77 TO 4-1-79 SECTION COVERAGE DESCRIPTION OF CHANGE ANNIVERSARY BILLING Property Damage \$111.00 A/P Business Income \$1.479.00 A/P IIA - GENERAL LIABILITY General Liability н Automobile Liability and 111 Physical Damage EXCLUDED Boiler and Machinery ١V NO CHANGE Inland Marine Glass NO CHANGE Crime VΙ In accordance with the provisions of your Business Comprehensive Policy, the following premium adjustment has been made as a result of the changes indicated above. Premium Recapitulation

Due Insured for Premium Adjustment Period \$ Due Company for Premium Adjustment Period \$ Premium adjustment if the Premium is payable in annual installments Dates Due Current Installments Increase Decrease Revised installments \$ 10,579.00 \$12,169.00 **5**90**.00** \$12,169.00 \$ Total Premium to Policy Expiration DATE SIGNED BY (AUTHORIZED REPRESENTATIVE)



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

				4	1-22-77 ACS/rr
POLICY SYMBOL AND NUMBER	NAME OF COMPANY		POLIC	Y EFFECTIVE (OR NUATION) DATE	POLICY EXPIRATION DATE
PYA 92 03 60	ROYAL GLOBE INS. CO.		4-	-1-76	4-1-79
NAME AND ADDRESS OF INSURED STOCKTON PLATING, IN 532 S. EL BORADO ST. STOCKTON, CA.	IC., ETAL. PEIRANO BROP. O. BOX 8 STOCKTON, C.	THERS & 97		Complete for Additional AX PREMIUM DATE OF CHAN 4-1- NAME AND ADDRESS IF OTHER THAN INSU	IN PREMIUM
A 11367 PAYMENT PLAN Monthly SELECTED AND 2.25	PRODUCER CODE 3390000 DUE DATE FOR FUTURE PAYMENTS For policies effective from the 1st through the month the 15th of the month	this	ck if s is red's policy Plan		
CHARGE PER \$100.00 OF Quarterly ANNUAL PREMIUM	the 15th of the month For policies effective from the 16th through the end of the month	FIRST OR CURRENT YE		FOR USE WITH SECOND YEAR	TERM POLICIES ONLY THIRD AND SUBSEQUENT YEARS
1. Premium (Actual, Provisional or De	posit)		1/2/2	1,590.00	1,590.00
2. Premium Payment Charge (Refer to	o Table)		٥	35.77	7 35.77
. Adjusted Premium (Line 1 plus Li	ne 2)	y"		1,625.77	7 1,625.77
. Initial Payment (Compute from Ta	ble)	2,3			
. Total amount to be paid in subsequ (Second and subsequent years sho	ent payments (Line 3 minus Line 4)	· j			
ald endorsement in the case of a te f premium in annual installments. is agreed that the premium shall be ent and shall be payable in accorn derstood to mean the annual premi aditable form of policy, the amount Monthly Plan — The adjusted and the remain	nment to and is hereby made a part of term policy being supplementary to the endeance with one of the following plans ium or, in the case of a term policy, endeance with one of provisional or deposit premium requirements and the divided into twelve particles.	a charge for to a charge for to a sindicated ach annual instituted under the rts, the first two the conthly interval	he privi above tallment terms vo of w s on th	ppearing on such politiege of extended pay. (For this purpose tof premium or, in the first of the policy.) Thich shall be paid on the due date specified	ments under this endorse- the word "premium" is the case of a reporting or or before inception date above.
Quarterly Plan — The adjusted and the remai	premium shall be divided into twelve par inder three parts at a time at successive	rts, the first fo e quarterly inte	ur of w rvals o	hich shall be paid on n the due date speci	or before inception date fied above.

f the Insured is in default with respect to any required payment and the company elects to cancel the policy for that stated reason, the can-ellation notice shall be made effective as of the end of the period for which the last payment was made and all collected premium payments except those received on a provisional or deposit basis) shall be deemed to have been earned as of the end of said period, subject to the equirements of law and all provisions of the cancellation clause of the policy to which this endorsement is attached.

dditional or reduced coverage during the policy term and other modifications resulting in a change of the total premium shall be evidenced y further endorsements of the policy, including endorsements amending this Premium Payment Endorsement.

~ + la :	L ! -		1 . 14	L												_						
otning	nerein	contained	iisda	be	heid :	to waive.	alter	varv	nr	extend	anv	nf th∕	terme	O٢	provisions	nf :	th△	nolicy	excent	20	horoin#eta	ated

hir	ng herein contained shall b	pe held to waive,	alter, vary	or extend any	of the terms or	provisions of the policy	except as herein/stated	l.
	IF ANNUAL PREMIUM IS BELI POLICIES ENDORSED OR TO B	OW \$100, INDICATE E ENDORSED UNDER	OTHER PLAN:	Signed	by:		ا ا	
	TYPE OF POLICY	EFFECTIVE DATE				,		
29					den.	AUTHORIZED REPRES	JENTATIVE	

82

G610 (Ed. 7-66)

7-19-77 ACS

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

4-1-77

Policy No. PYA 92 03 60

Endorsement No.

Named Insured

STOCKTON PLATING, INC., ET. AL.

Countersigned by ______(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

PRODUCTS HAZARD EXCEPTIONS

BUREAU 2 1 1977

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

regional 5

Description of Premises and Operations:

WAREHOUSE

CODE 42250

G610 (Ed. 7-66)

COSA	ECT	10N	WE	MO	RAN	8 11	¢v-(003	97-	-WI	BS-	-JDF)	Dgç			ĪNAL	Eile -//	,d	Q3/	03/	/21	RE	CA(JP A	46 46 46	,‡10 	ACE OF D	OCUMEN
то				P) NC	ے	es	u	ر س	3		7)			FROM	1	X	D	ll		7	V	a		V			
DEPART	MENT)							<i>Y</i>			A	cco	N U	TS E	EP	r fil	MENT	-		
COMPAN	Υ						DΑ	ΤĘ													-	TYP	E O	F E	RRO	R			
			·				REQL	JIRE									NTRY		ER	cor	EE	RR	DR.						
CCMPAN		YION	ALI	PRE	MUM	T	co	MPAN		T,0F	N)P	REMI	UM					EMIU TERE				CA.	TE-	- ON	∤E R	ECOF	₹ D		
POL'EY	SA do	L_AND	MUK*	BER	6-13		PO	LIČV	ay wit	OL A	ND N	ŲMBEF	? 6 - 1	a			_											TALLMEN	FED
<u> </u>	4	() (10	3	6	<u>0</u>		_)	$\langle H \rangle$	1 6	17	VO.	<u>3</u> 1	00		U	NDER						٦		1	11	۸	~ (// .
PRODUCE	3		20 () (00	C)	PR	ooulci	S# cb	\Z (4-20 F (00		0			PRE					RRC	R		U	V (-0	10	4
	ective Date	9		An	nount				fectiv Date	ve	1	P	λтοι	ınt			_	MPE								DNG E	DAILY	(APP.)	-/-
1/2	/	· · · ·		-	^_	<u> </u>		T_{\cdot}	<u> </u>	···	+	~			_		_											LMENT T, CANCE	LA TIOS
4/1	D		ļ ⁻		00		14	1	11	0		20) [∤	۱,		-	ICY					- 11-11-11						
1		Ente			%)	-			٠.	hould	2	0	7	2		ONE.		nΑl	4 2 A	U [i	IŲ N	N I	υľ	E N	ı e K	EIJ		
£/P			R/F	~~	\ //	1	A/F	·	· .	31	R	MA J			- n] gup	LICA									RECO		Λ
ENTRY DA	TE OF	ITEN	BEIN	G CO	RHIC	TED	1	M	\angle		(9	1		٧.		ELE	CTR	anu (: AL	τo	POI	ics	,				LY O.K.)	/
	· · · · · · · · · · · · · · · · · · ·			Λ.	V	JON 4	L PF	F 1 6 11	1114						\bigcirc		МІБС	·	10	to							<i>يەن</i>	hnet	- Julie
End't.	1	Curre		T	Comm	N	ext	T	uw Insta	llmei	 nt	Сол	nm		nď't.		Curre	nt	C	omm	/ KE	. 1 0	KN i	PRE	Ne	vı ext tall.		Next	Comm
Date	lr	ıstall	ment	_		Da	ate	-						D	ate	lr.	stalin	nent			_	····				te	ln:	stallment	-
Мо						Мо		-				ļ		Мо						·					Мо				ļ
Day						Day	/							Day										i	Day				
Υı						Yı								l _Y r			,								Yr				
AUTO-GE	NER	AL LI	ABIL	JTY	, B.I	P.	D D	J .			-				·····				_ <u>_</u>		·							<u> </u>	-L
ENTRY KO TYP SP 1 2 3	N/R 2L 4	ID T	YP St	JP DE	EP N E 4 25-2	6 27-28	CLASS 29	DISC - 32	BIL 33	PDL 34	FL1 SF D 35	R 3	UN 6 37	x P 0 S U 1	41 4	TAX S	ERR N -45 4	1.L PE	D TERM	мо 49	YR 50-5	M0	YR 53-5	E 54 5 5	PREN XCEF	T P.D	. сом	P.D. PREMIU	M LOWW
			+			-								1				-	-	-							-		
	11			1						_				ļ 				1		1							<u> </u>		
			-		-								+	! 				-	-	-				 					
					-									<u> </u>					ļ	-							<u></u>		
AUTO-PH	IYS. D			-J		l F	1		<u> </u>		1	,	1						7			1		1				ENTRY ST	
KD TYPSP	N/6	10 T	ANS. YPSU 2 23	P DE	25-20	0 R M E27-28	DISC 29									TAX STAT		TION	RM		ΥR						COMM	1	MP
		-																											
																												1	
		-		+					-				<u> </u>		-	-	-				-	-				· · · · · · · · · · · · · · · · · · ·			
BOND																													
	N/R	TRA ID IT	NS.	DEP	L l N_	F _O R.	CLASS	AN CO	MT.OF V. FID.	DE0 FUD	FOR	1 NO.	F C	OV RATE	EXP.	TAX	R.I.COE	8CO	T E	CFI	- .	ЕХР 1	R	P.F	 REMI	UM	сомм	RESER PREMI	VE VE
1 2 3	4_ :2	1 22	23	24	25.26	27-28	29 - 3	2 33	0FC0\	_3UR_ 3.4	35-3	6 37-3	1.8	39	40-4	1 42-43	44-4	5. 47	48	49	0-51	52 5	3-54	5.9		60	61-63	7.3	7.6
			-	ļ· — ·				1				-	-			ļ						_		·					
													_							_	_								
			L					L		==-			1	=		<u></u>									 -		1		

С	A.R	. C	OD	ING	SP	RE	٨D	ER																							,		,				
R	WZ ⊢ R	,	co.		YME	POL			BER			PF	QOS:	UCE	RC	001		1D			A C C	OUN	T N	MUM	BES	!		l.	c.c.	PO L - UY				ER'S G PK(
E	1-2	3-4	5	6						13	14				-		20	21	22				_				30	31	33	34	35	36	37	38	39	40	41
1	1		P	$Y_{\perp}A$	19	2	0	ı3	16	, 0	2	. 3	19	. 0	ıΩ	10	10	M	3,	3	С	0 .	1	1	7	, 1	: 1	34	+702	:}	C	C		İ	C		
	¥				-1	لسسمة			·			٠							F	OR (OML	. MAS	35.	MER	CH.	ONLY		. .					···-				
R																			0.6			RISK	MUM	BER													
Ğ	ļ						E١	√T E	R A	BO.	V E.								22								30			E١	ITE	RA	ABC	VE			
2																		,	- 1	ı	1	ì		ı			,										
	· · · · · · · · · · · · · · · · · · ·																																				
R		IR. C									cou											CCOL				SERV								ME:	SSAC	3 E	
Ë	MO. D		YEAR		CON	APLET	E O	NLY	IF N	EW A	ACCO	אט T	ORC	HAN	GE II	N AC	COUN	T NA	ME		мо.	YEA 63 -		PER			AR	69 7	10			75	76				80
C	42	14	3 -	44.45			-7	-							2					- 1	<u> </u>	03 -	04	**	00	0 /=	0.0	09 /		iaviae		/3	70				- 00
1	4		7 L	9 S	LI	_0,	C [']	ιK	T	0	N	!	ıΡ	L	A	T		N_1	\mathfrak{I}_{L}			1_			4	7	7	1			9-20		2 ,	2 () [5	<u> </u>
R			•														IAME																				
E	E	NTE	R	45		СОМ	PLE	IE U	NLT	IF N	EWR		OH (HAN	GE I	N RI	SK N	AME		61							E	NTE	ERAE	OVE	2						
C	ΑI	BOV	Έ					• • • • • • • • • • • • • • • • • • • •																													
2				1	i I	i	1	1 1	1	1 1	- 1	ı	ı	1	1 1	ı		I.	1																		

To be used when a single evaluation applies to the entire policy.

68794E

P VA15 45 15

Document 1-1 Filed 03/03/21 Page 48 of 10 BUSINESS COMPREHENS POLICY

DECLARATIONS

EXECUTIVE OFFICE: 150 WILLIAM STREET NEW YORK, N. Y. 10038

PREVIOUS POLICY PYA 92 03 60 NUMBER PYA 92 03 60

	THIS POLICY IS ISSUE	D BY THE COMPA	NY (A STOCK COMPANY) INDICATED BY X BEFORE THE COMPANY NAME BELOW
(A New Jer	Insurance Company sey Stock Company) ard Insurance Compa		Globe Insurance Company ois Stock Company) Royal Indemnity Company (A New York Stock Company) rican and Foreign Insurance Company
(A Connecti	TOCKTON PLAT 32 SO. EL DO TOCKTON, CAL	ING, INC RADO STRE IPORNIA	Rollins Burdick Hunter of Northern California Insurance Brokers 949 North Center Street, P.O. Box 897 Stockton, California 95201 / Telephone 209 948-2772 ROLLINS BURDICK HUNTER Description Joint Venture 12:01 A.M. Standard Time at BUSINESS OF NAMED INSURED
PROVISIONAL PREMIUM	From APRIL 1, 1 IF PAID IN ADVANCE S *	9/0: APKI	EACH INSTALLMENT, IF PAID IN INSTALLMENTS \$ 15.030. *
			ignated by the word "Included" opposite such section below. The insurance afforded under any section is ibject to all the terms of the policy having reference hereto.
	INCLUDED	SECTION I	Property Damage
	INCLUDED	SECTION	Business Income
	INCLUDED	SECTION II	General Liability
	EXCLUDED	SECTION III	Automobile Insurance — As provided in the Business Auto Policy, Garage Policy, or Truckers Policy attached hereto. Note: None of the Terms, Conditions, Declarations, Forms or Endorsements forming a part of the Business Comprehensive Policy apply to Section III—Automobile Insurance.
	EXCLUDED	SECTION IV	Boiler and Machinery
	INCLUDED	SECTION V	Inland Marine
	INCLUDED	SECTION VI	Crime .
OUN WEIGHA INC.	MATERIA PRESIDENT	1979 LIPER RUEN	Agent
*SUBJEC	EXCLUDED INCLUDED SE: SUBJECT TO THE PROVENTIAL PROPERTY OF THE PROVISIONS AS A SECOND OF THE PROVISIONS AS A SECOND OF THE PROVISIONS AS	SECTION IV SECTION VI ISIONS OF THE MO	part of the Business Comprehensive Policy apply to Section III—Automobile Insurance. Boiler and Machinery Inland Marine Crime PREGAGE CLAUSE ATTACHED HERETO, LOSS, IF ANY, ON BUILDING ITEMS SHALL BE PAYABLE TO: At STOCKTON, CALIFORNIA A STOCKTON, CALIFORNIA

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above. At 12:01 A.M. (Standard Time) to expiration date shown above At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Concealment ase this entire policy of whether concealed or misrepresented any ma left process of such grounds are the little of the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of such grounds are the concealed or misrepresented any ma left process of the concealed or misrepresented any ma left process of the concealed or misrepresented any ma left process of the concealed or misrepresented any ma left process of the concealed or misrepresented any mass of the concealed terial fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case 87 proportion of any loss than the amount 88 hereby insured shall bear to the whole insurance covering the of any fraud or false swearing by the insured relating thereto.

Uninsurable This policy shall not cover accounts, bills, 89 property against the peril involved, whether collectible or not. 90 Requirements in The insured shall give immediate written currency, deeds, evidences of debt, money or and case loss occurs. notice to this Company of any loss, protect excepted property. securities; nor, unless specifically named hereon in writing, bullion or manuscripts. This Company shall not be liable for loss by 92 the property from further damage, forthwith 10 93 separate the damaged and undamaged personal property, put 94 it in the best possible order, furnish a complete inventory of 95 the destroyed, damaged and undamaged property, showing in Perils not 11 fire or other perils insured against in this policy caused, directly or indirectly, by: (a) 12 included. 96 detail quantities, costs, actual cash value and amount of loss 97 claimed; and within sixty days after the loss, unless such time 98 is extended in writing by this Company, the insured shall render 99 to this Company a proof of loss, signed and sworn to by the enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately 16 impending enemy attack; (b) invasion; (c) insurrection; (d) 17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) 18 order of any civil authority except acts of destruction at the time 100 insured, stating the knowledge and belief of the insured as to 101 the following: the time and origin of the loss, the interest of the 102 insured and of all others in the property, the actual cash value of 103 each item thereof and the amount of loss thereto, all encum104 brances thereon, all other contracts of insurance, whether valid 105 or not, covering any of said property, any changes in the title, 19 of and for the purpose of preventing the spread of fire, provided 20 that such fire did not originate from any of the perils excluded 21 by this policy; (i) neglect of the insured to use all reasonable 22 means to save and preserve the property at and after a loss, or 23 when the property is endangered by fire in neighboring prem24 ises; (i)) nor shall (this Company be liable for loss by theft. 106 use, occupation, location, possession or exposures of said prop-107 erty since the issuing of this policy, by whom and for what 108 purpose any building herein described and the several parts 109 thereof were occupied at the time of loss and whether or not it Other insurance may be prohibited or the amount of insurance may be limited by en-Other Insurance. 26 27 dorsement attached hereto. 110 then stood on leased ground, and shall furnish a copy of all the 28 Conditions suspending or restricting insurance. Unless otherdescriptions and schedules in all policies and, if required, verified wise provided in writing added hereto this Company shall not 112 plans and specifications of any building, fixtures or machinery be liable for loss occurring 113 destroyed or damaged. The insured, as often as may be reason-(a) while the hazard is increased by any means within the control or knowledge of the insured; or 114 ably required, shall exhibit to any person designated by this 115 Company all that remains of any property herein described, and 116 submit to examinations under path by any person named by this 117 Company, and subscribe the same; and, as often as may be 118 reasonably required, shall produce for examination all books of 33 (b) while a described building; whether intended for occupancy 34 by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or 119 account, bills, invoices and other vouchers, or certified copies 120 thereof if originals be lost, at such reasonable time and place as 121 may be designated by this Company or its representative, and (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only. Other perils Any other peril to be insured against or sub-39 or subjects. ject of insurance to be covered in this policy shall permit extracts and copies thereof to be made. 40 shall be by endorsement in writing hereon or In case the insured and this Company shall 41 added hereto. fail to agree as to the actual cash value or 42 Added provisions. The extent of the application of insurance 125 the amount of loss, then, on the written demand of either, each under this policy and of the contribution to 126 shall select a competent and disinterested appraiser and notify be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this 44 the other of the appraiser selected within twenty days of such 128 demand. The appraisers shall first: select a competent and dis-129 interested umpire; and failing for fifteen days to agree upon 130 such umpire, then, on request of the insured or this Company, policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy 48 is subject to change. 131 such umpire shall be selected by a judge of a court of record in 49 Waiver No permission affecting this insurance shall 132 the state in which the property covered is located. The ap-133 praisers shall then appraise the loss, stating separately actual 50 provisions. exist, or waiver of any provision be valid, unless granted herein or expressed in writing 134 cash value and loss to each item; and, failing to agree, shall added hereto. No provision, stipulation or forfeiture shall be 135 submit their differences, only, to the umpire. An award in writ-136 ing, so itemized, of any two when filed with this Company shall held to be waived by any requirement or proceeding on the part 54 of this Company relating to appraisal or to any examination 137 determine the amount of actual cash value and loss. Each 138 appraiser shall be paid by the party selecting him and the exprovided for herein. Cancellation This policy shall be cancelled at any time 139 penses of appraisal and umpire shall be paid by the parties at the request of the insured, in which case of policy. 140 equally. this Company shall, upon demand and sur-It shall be optional with this Company to take all, or any part, of the property at the 141 Company's 59 render of this policy, refund the excess of paid premium above 60 the customary short rates for the expired time. This pol-61 icy may be cancelled at any time by this Company by giving 62 to the insured a five days' written notice of cancellation with 142 options. 143 agreed or appraised value, and also to re-144 pair, rebuild or replace the property destroyed for damaged with 63 or without tender of the excess of paid premium above the pro-64 rata premium for the expired time, which excess, if not ten-65 dered, shall be refunded on demand. Notice of cancellation shall 66 state that said excess premium (if not tendered) will be re-145 other of like kind and quality within a reasonable time, on giv-146 ing notice, of its intention so to do within thirty days after the 147 receipt of the proof of loss herein required. There can be no abandonment to this Com-148 Abandonment. pany of any property.

The amount of loss for which this Company may be liable shall be payable sixty days 149 67 funded on demand. 150 When loss If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in Mortgagee 68 151 payable. interests and after proof of loss, as herein provided, is 70 obligations. 153 received by this Company and ascertainment of the loss is made this policy may be cancelled by giving to such mortgagee a ten days' written notice of can-154 either by agreement between the insured and this Company ex-155 pressed in writing or by the filing with this Company of an cellation. 156 award as herein provided. If the insured fails to render proof of loss such mortgagee, upon No suit or action on this policy for the recovnotice, shall render proof of loss in the form herein specified ery of any claim shall be sustainable in any within sixty (60) days thereafter and shall be subject to the pro-159 court of law or equity unless all the requirements of this policy 77 visions hereof relating to appraisal and time of payment and of 78 bringing suit. If this Company shall claim that no liability ex-160 shall have been complied with, and unless commenced within 161 twelve months next after inception of the loss. 79 isted as to the mortgagor or owner, it shall, to the extent of pay-This Company may require from the insured an assignment of all right of recovery against 162 Subrogation. 80 ment of loss to the mortgagee, be subrogated to all the mort-81 gagee's rights of recovery, but without impairing mortgagee's 82 right to sue; or it may pay off the mortgage debt and require 163 164 any party for loss to the extent that payment therefor is made 83 an assignment thereof and of the mortgage. Other provisions 165 by this Company.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company.

Lloch Q laus Corporate Secretary

I han Ninnor

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 50 of 104

BUSINESS CON. (EHENSIVE POLICY GENERAL PROVISIONS

ROYAL-GLOBE INSURANCE COMPANIES

The GENERAL PROVISIONS, the DECLARATIONS and the coverage PART(S) and endorsements referred to in the DECLARATIONS complete the contract of insurance.

GENERAL PROVISIONS (Applying to all Sections)

 Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

The named insured shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Cancellation (Not applicable in the states of Maine, Massachusetts and Minnesota): The words "five days" in the cancellation provision on page 2 of the policy are deleted and the words "ten days" are substituted therefor.

- 4. Conformity with Statute The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- 5. Time of Inception To the extent that coverage in this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy, this policy shall be effective at 12:01 A.M. (Standard Time) instead of at noon Standard Time.
- 6. Insurance Under More Than One Part In the event of loss or damage to property covered hereunder, this Company shall not, under any circumstances be liable for more than the actual loss sustained by the Insured, even though more than one Part applies to such loss.
- 7. Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

GENERAL PROVISIONS (Applying to Section I)

1. It is agreed that the premium, term of insurance, and the name of the insured shall be as provided by the declarations on page 1, unless otherwise specifically stated.

GENERAL PROVISIONS

(Applying to Sections II and III)

The company designated in the DECLARATIONS made a part hereof, (a stock insurance company, herein called the company), in consideration of the payment of the premium, in reliance upon the statements in the DECLARATIONS, and subject to all the terms of this policy and its designated coverage PART(S), agrees with the named insured as follows and as contained in the PART(S) designated in the declarations.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of
- the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

SPECIAL ADDITIONAL EXCLUSION

The following exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered

into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

BCP

General Provisions applying to 2:21-CN-2029 To WRS - JDP Document 1-1 Filed 03/03/21 Page 51 of 104

- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: This exclusion does not apply to Automobile Liability Insurance in New York State.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom:

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property tamage arising out of

- a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- the existence of tools, uninstalled equipment or abandoned or unused materials, or
- operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof including any car, platform, haft, hoistway, stairway, runway, power equipment and machinery; but does not nclude an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or naterial hoist used in alteration, construction or demolition operations or an inclined onveyor used exclusively for carrying property or a dumbwaiter used exclusively or carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement greement, except in connection with construction or demolition operations on or djacent to a railroad, (3) undertaking to indemnify a municipality required by

municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

CONDITIONS

Premium Premium designated in this policy as "advance premium" is a eposit premium only which shall be credited to the amount of the earned premium use at the end of the policy period. At the close of each audit period the earned remium shall be computed for such period and, upon notice thereof to the named sured, shall become due and payable. If the total earned premium for the policy eriod is less than the premium previously paid, the company shall return to the amed insured the unearned portion paid by the named insured.

1001

- 2. Modification of Terms Standard Fire Provisions on page 2, other than those pertaining to waiver, cancellation, concealment and fraud, do not apply hereto.
- 3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is

BCP

General Horse 1-1 Filed 03/03/21 Page 52 of 104

afforded by this policy for bodily injuryility or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

- 4. Insured's Duties in the Event of Occurrence, Claim or Suit
- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- 5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or con-

tingent basis, the __unt of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 7. Subrogation In the event of any payment under this policy: the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- 8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.
- 9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof. as insured, but only until the appointment and qualification of the legal representative.
- 10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

GENERAL PROVISIONS (Applying to Sections V and VI)

- 1. Modification of Terms The General Provisions shall also apply hereunder. The Standard Fire Provisions on page 2, other than those pertaining to waiver, cancellation, concealment and fraud do not apply hereunder.
- It is agreed that the premium, term of insurance, and name of the insurec shall be as provided by the Declarations on page 1, unless otherwise specifically stated, for application in the designated section and part of the policy.

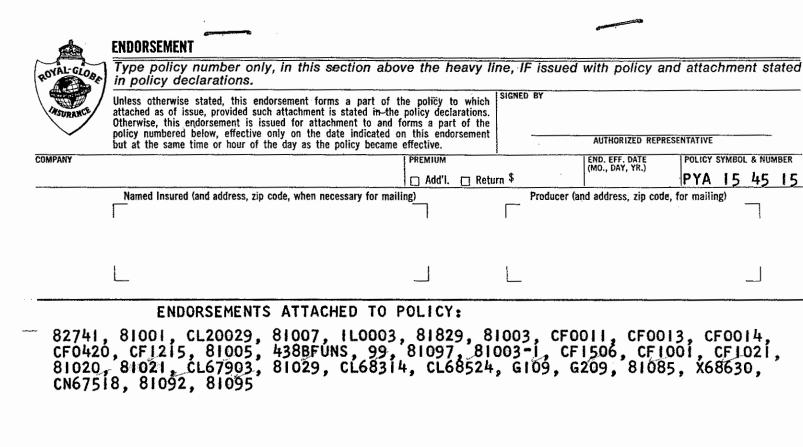
AMENDMENT OF CANCELLATION CONDITIONS Applicable to policies issued or delivered in Michigan

It is agreed that with respect to the "Cancellation" provisions of the policy:

- 1. Line 62, Page 2 of the policy is deleted and the following line is substituted therefor "to the insured a five days' written notice of cancellation at his address last known to the Company or its authorized agent with"
- 2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
- 3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

BCI

81001





SC

CL 20029Q-Sets

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 54 of 104



ROYAL-GLOBE INSURANCE COMPANIES

In consideration of the premium charged for this policy, and subject to all its terms and provisions, this policy is amended to afford the following extensions of coverage on the property and against the perils described and insured against in the policy for additional amounts as indicated below. Where like or substantially similar extensions of coverage are provided elsewhere under this policy or by endorsement attached to this policy, the following extensions shall apply as excess insurance over such other extensions, but not more than the amount by which the extensions provided under this endorsement exceed the amount recoverable under such other extensions; but nothing contained herein shall serve to limit in any way extensions of coverage provided elsewhere under this policy or by endorsement attached to this policy.

- A. Automatic Coverage for Newly Acquired Buildings: Up to 15% of the total amount of insurance on buildings or structures covered under this policy on any building or structure acquired by the Insured at any location within the states in which this policy covers provided the Insured's interest is not covered under any other policy. Coverage under this extension shall not exceed \$100,000 and shall cease 60 days from the date of acquisition or on the date the values of such newly acquired property are reported to the Company or on the expiration date of this policy whichever first occurs. The Insured shall report to the Company values of newly acquired property and additional premium shall be payable from the date of acquisition.
- B. Automatic Coverage for Contents at Newly Acquired Locations: When this policy covers contents, up to \$25,000 on contents of the kind and description covered under this policy without regard to the provisions of this endorsement at any location acquired by the insured within the states in which this policy covers, provided the Insureds interest is not covered under any other policy. Coverage under this extension shall cease 60 days from the date of acquisition of such locations, or on the date the values of such contents are reported to the company, or on the expiration date of this policy, whichever first occurs. The Insured shall report to the Company values of contents at newly acquired locations, and additional premium shall be payable from the date of acquisition. This extension does not apply to contents at locations covered in Extension C below.
- C. Off Premises Contents Coverage: When this policy covers contents, up to \$10,000 on personal property of the kind and description covered under this policy without regard to the provisions of this endorsement while temporarily located elsewhere than at locations described in the policy, but in no event, however does this endorsement apply to: (1) personal property while in transit; (2) property at locations covered under Extension B above; (3) property at locations not within the territorial limits of this policy; (4) salesmen's samples or display items; or (5) property covered by insurance under any other policy.
- D. Personal Property of Tenants and Employees: When this policy covers contents, up to \$100 on personal property of the kind and description covered under this policy without regard to the provisions of this endorsement belonging to each tenant or employee of the insured while such property is on the described premises, subject to an aggregate limit of \$500 in any one loss, but this extension shall not apply if such property is covered by insurance under any other policy.
- E. Extra Expense: Up to \$1,000 at any one location to cover the necessary extra expense incurred by the insured in order to continue as nearly as practicable the normal operation of the insured's business following damage by a peril insured against to the buildings or contents covered by this policy.

"extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operation of the insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder. "Period of Restoration" means that period of time commencing with the date of damage and not limited by the date of expiration of this policy, as would be

required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or contents thereof as has been damaged.

The Company shall not be liable under this extension for:

- 1. Loss of income
- 2. The cost of repairing or replacing any of the described property, or the cost of research or other expense necessary to replace or restore damaged books of account, abstracts, drawings, card index systems of other records (including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing), that have been damaged by the perils insured against, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall the Company be liable for any excess cost which exceeds the amount by which the total extra expense otherwise payable under this extension of coverage is reduced;
- 3. Any other consequential or remote loss.
- F. Valuable Papers and Records: When this policy covers contents, up to \$1,000 in the aggregate for loss by a peril insured against to cover the cost of research and other expenses necessarily incurred to reproduce, replace or restore books of account, abstracts, drawings, card index systems and other business records, including film, tape, wire or other recording media, all the property of the insured. This extension does not apply if such loss is covered by insurance under any other policy.
- G. Trees, Shrubs and Plants: Up to \$1,000 in the aggregate on trees, shrubs and plants not grown for commercial purposes while on the premises of a building covered by this policy, but only against the perils of Fire, Lightning, Explosion, Riot, Riot Attending a Strike, Civil Commotion and Aircraft, and for not more than \$250 on any one tree, shrub or plant, including expense incurred in the removal of debris thereof. This extension does not apply if the loss to such property is covered under any other policy.
- H. Replacement Cost: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than \$1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding carpeting, cloth awnings, air-conditioners, domestic appliances and outdoor equipment, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage:

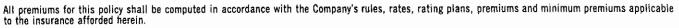
- unless and until the damaged property is actually repaired or replaced on the same premises with due diligence and dispatch, and, in no event, unless repair or replacement is completed within a reasonable time after such loss.
- unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the co-insurance percentage applicable (specified in this policy) by the actual cash value of such property at the time of the loss.

RCP

CALCULATION OF PREMIUM

IL 00 03

(Ed. 12 75)



If this policy is issued for a period in excess of one year and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.



RED SHIELD PREMIUM PAYMENT ENDORSEMENT

POLICY SYMBOL AND NUMBER	NAME OF CO	MPANY		POLIC	Y EFFECTIVE (OF NUATION) DATE		POLICY EXPIRATION	DATE
PYA 15 45 15	ROYAL	GLOBE INSURANCE	COMPANY	4/1	/79		4/1/82	
NAME AND ADDRESS OF INSURED		NAME AND ADDRESS OF PRO			Comple	ete for p	policy changes on	ly:
STOCKTON PLATING, IN	C,ETAL.	ROLLINS, BURDI	CK, HUNT	ER		ITIONAL MUM	REDUCT IN PREM	
632 SO. EL DORADÓ ST	REET	OF NORTHERN CA	LIFORNIA		1	F CHANG		
STOCKTON, CALIFORNIA	ı	P.O. BOX 897	CODMIA					
		STOCKTON, CALI						
		9520	4		NAME AND AD	DRESS ON INSUR	OF PREMIUM PAYER RED.	
INSURED'S ACCOUNT NUMBER	PRODUCER	CODE	Che	ck if	* SUBJ		TO ANNUAL	
A11367	3390	000	thi	s is	-	ADJ	USTMENT	
	DUE DA	ATE FOR FUTURE PAYMENTS		red's policy				
PAYMENT PLAN X Monthly SELECTED AND 3.38		For policies effective of Month from the 1st through	unde	r Plan				
CHARGE PER	X 1st	the 15th of the month	FIRST		FOR US	SE WITH	TERM POLICIES ONLY	,
\$100.00 OF Quarterly	16th	For policies effective of Month from the 16th through	OR		SECON) *	THIRD A	
ANNUAL PREMIUM		the end of the month	CURRENT Y	EAR	YEAR		SUBSEQUENT	YEARS
1. Premium (Actual, Provisional or D	eposit)		15.030.	00	15,030.	00	15,030.	00
2. Premium Payment Charge (Refer	to Table)		507.	62	507.	62	507.	62
3. Adjusted Premium <i>(Line 1 plus L</i>	ine 2)		15,537.	62	15,537.	62	15,537.	62
4. Initial Payment (Compute from T	able)		2,589.					
Total amount to be paid in subseq (Second and subsequent years sh	uent payment own on line 3	S (Line 3 minus Line 4)	12,948.	00				
This endorsement is issued for attac said endorsement in the case of a of premium in annual installments.	hment to and term policy b	d is hereby made a part of eing supplementary to the	the policy desi endorsement a	gnated Iready	above and is e appearing on s	ffective uch pol	as of the date in icy providing for	ndicated, payment
t is agreed that the premium shall ment and shall be payable in acco inderstood to mean the annual prem auditable form of policy, the amoun	ordance with nium or, in t	one of the following plan he case of a term policy, e	s as indicate each annual in	d abov stallmer	e. (For this p nt of premium	urpose or, in tl	the word "prem	ium" is
Monthly Plan — The adjusted	l premium sh	all be divided into twelve pa	arts, the first	two of	which shall be	paid on	or before incept	ion date

and the remainder one part at a time at successive monthly intervals on the due date specified above.

Quarterly Plan — The adjusted premium shall be divided into twelve parts, the first four of which shall be paid on or before inception date and the remainder three parts at a time at successive quarterly intervals on the due date specified above.

If the Insured is in default with respect to any required payment and the company elects to cancel the policy for that stated reason, the cancellation notice shall be made effective as of the end of the period for which the last payment was made and all collected premium payments (except those received on a provisional or deposit basis) shall be deemed to have been earned as of the end of said period, subject to the requirements of law and all provisions of the cancellation clause of the policy to which this endorsement is attached.

Additional or reduced coverage during the policy term and other modifications resulting in a change of the total premium shall be evidenced by further endorsements of the policy, including endorsements amending this Premium Payment Endorsement.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy except as herein stated.

IF ANNUAL PREMIUM IS BEL POLICIES ENDORSED OR TO I	OW \$100, INDICATE OTHER BE ENDORSED UNDER PLAN:	Signed by:	NO BURGNON HUNTER OF HORTIZER CALEGRAM PREMERCE BROKE	es Es
TYPE OF POLICY	EFFECTIVE DATE	BÅ	New Brushill	

AUTHORIZED REPRESENTATIVE

Casse 2121-cv-092974WBS-JDP Document 1-1 Filed 03/03/21 Page 57 of 104

FIRE AND EXTEN. J COVERAGE INSURANCE (PROPERTY DAMAGE)

ROYAL-GLOBE INSURANCE COMPANIES

SCHEDULE OF ITEMS

I 555,000. BLANKET ON BUILDINGS. SITUATES: 642 SO. EL DORADO ST. 632 SO. EL DORADO ST. ADJ. REAR 632 SO. EL DORADO ST. 632 SO EL DORADO ST. REAR 642 SO. EL DORADO ST. REAR 642 SO. EL DORADO ST. WEST 0F 642 SO ELDORADO ST. WEST 0F 642 SO ELDORADO ST. ADJ. LEFT 0F 642 SO. EL DORADO ST. 40' WEST 0F 642 SO. EL DORADO ST. 104 EAST SCOTTS EAST OF 104 E. SCOTTS ALL IN STOCKTON, CALIF. AND 319 3RD ST., BRODERICK, CALIF.	\			SUILDULL OF FILMS
SITUATES: 642 SO. EL DORADO ST. 632 SO. EL DORADO ST. ADJ. REAR 632 SO. EL DORADO ST. 632½ SO EL DORADO ST. REAR 642 SO. EL DORADO ST. WEST OF 642 SO ELDORADO ST. WEST 50' OF 642 SO ELDORADO ST. ADJ. LEFT OF 642 SO. EL DORADO ST. 40' WEST OF 642 SO. EL DORADO ST. 104 EAST SCOTTS EAST OF 104 E. SCOTTS	ITEM NO.	AMOUNT OF INSURANCE	% OF COINS.	DESCRIPTION AND LOCATION OF PROPERTY COVERED
	NO.			BLANKET ON BUILDINGS. SITUATES: 642 SO. EL DORADO ST. 632 SO. EL DORADO ST. ADJ. REAR 632 SO. EL DORADO ST. 632 SO EL DORADO ST. 632 SO EL DORADO ST. REAR 642 SO. EL DORADO ST. WEST OF 642 SO ELDORADO ST. WEST 50' OF 642 SO ELDORADO ST. ADJ. LEFT OF 642 SO. EL DORADO ST. 40' WEST OF 642 SO. EL DORADO ST. 104 EAST SCOTTS EAST OF 104 E. SCOTTS
				PAGE I

DEDUCTIBLE CLAUSE (SPECIFY)

81005 \$100, DED.

SUBJECT TO THE FOLLOWING FORMS ATTACHED HERETO:

CF0011, CF0013, CF0014, CF1215, CF0420, 99, 438BFUNS

FIRE AND EXTEN) COVERAGE INSURANCE (PROPERTY DAMAGE)

ROYAL-GLOBE INSURANCE COMPANIES

SCHEDULE OF ITEMS

ITEM NO.	AMOUNT OF INSURANCE	% OF COINS.	DESCRIPTION AND LOCATION OF PROPERTY COVERED
2.	582,000.	90%	BLANKET ON EQUIPMENT AND STOCK. SITUATES: 642 SO. EL DORADO ST. 632 SO. EL DORADO ST. ADJ. REAR 632 SO. EL DORADO ST. 632 SO EL DORADO ST. REAR 642 SO EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. WEST 40° OF 642 SO EL DORADO ST. WEST 40° OF 642 SO EL DORADO ST. EAST OF 104 E. SCOTTS AVE. ALL IN STOCKTON, CALIF. AND 319 3RD ST., BRODERICK, CALIF. 305 GOLDEN LANE, RENO, NEV.
3.	10,000.	90%	OFFICE CONTENTS SPECIAL FORM. SITUATE: 104 EAST SCOTTS AVE. STOCKTON, CALIFORNIA

DEDUCTIBLE CLAUSE (SPECIFY)

SUBJECT TO THE FOLLOWING FORMS ATTACHED HERETO:

SEE PAGE !

GENERAL PROPERTY FORM

CF 00 11

(Ed. 04 77)

Insurance applies only to item(s) specifically described in this policy for which an amount of insurance is shown and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I-PROPERTY COVERED

When the insurance under this policy covers "Building(s)", "Personal Property of the Insured", or "Personal Property of Others" such insurance shall cover in accordance with the following description(s) of coverage.

COVERAGE A—BUILDING(S): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the named Insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (BUT NOT INCLUDING OTHER PERSONAL PROPERTY IN APARTMENTS OR ROOMS FURNISHED BY THE NAMED INSURED AS LANDLORD); all while at the described locations.

COVERAGE B—PERSONAL PROPERTY OF THE INSURED: Personal property of the insured means only business personal property, owned by the named insured usual to the occupancy of the named insured, including bullion, manuscripts, furniture, fixtures, equipment and supplies, not otherwise covered under this policy, and shall also include the named insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the open (including within vehicles) on or within 100 feet of the described premises.

This coverage shall also include Tenant's Improvements and Betterments, when not otherwise specifically covered. Tenant's Improvements and Betterments means the named insured's use interest in fixtures, alterations, installations or additions comprising a part of the buildings occupied but not owned by the named Insured and made or acquired at the expense of the named Insured exclusive of rent paid by the named Insured, but which are not legally subject to removal by the named Insured.

r 27

COVERAGE C—PERSONAL PROPERTY OF OTHERS: This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the named Insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named Insured for the account of the owner(s) of the property, except the right to adjust such loss with the owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named Insured for which payment(s) has been made. THIS COVERAGE SHALL NOT OTHERWISE BENEFIT THE NAMED INSURED NOR ANY CARRIER OR OTHER

DEBRIS REMOVAL: This insurance covers expense incurred in the removal of debris of the property covered, which may be occasioned by loss caused by any of the perils insured against in this policy.

THE TOTAL LIABILITY UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY TO THE PROPERTY COVERED.

THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH DEBRIS REMOVAL EXPENSE THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING THE PROPERTY AGAINST THE PERIL CAUSING THE LOSS, WHETHER DR NOT OTHER INSURANCE COVERS and the second

SECTION II-PROPERTY NOT COVERED

- A. THIS POLICY DOES NOT COVER:
 - 1. ANIMALS AND PETS;
 - 2. AIRCRAFT; WATERCRAFT, INCLUDING MOTORS, EQUIPMENT AND ACCESSORIES (EXCEPT ROWBOATS AND CANCES WHILE OUT OF WATER AND ON THE DESCRIBED PREMISES);
 - 3. GROWING CROPS AND LAWNS:
 - 4. PERSONAL PROPERTY WHILE WATERBORNE;
 - 5. PROPERTY WHICH IS MORE SPECIFICALLY COVERED IN WHOLF OR IN PART BY THIS OR ANY OTHER CONTRACT OF INSURANCE, EXCEPT FOR THE AMOUNT OF LOSS WHICH IS IN EXCESS OF THE AMOUNT DUE FROM SUCH MORE SPECIFIC INSURANCE;
 - 6. PERSONAL PROPERTY IN WHICH PARTIES OTHER THAN THE NAMED INSURED ALSO HAVE AN INSURABLE INTEREST. WHEN THE NAMED INSURED'S INTEREST IN SAID PROPERTY IS OTHERWISE COVERED BY INSURANCE.
- THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY UNLESS PECIFICALLY DESCRIBED ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT:
 - 1. VEHICLES DESIGNED FOR USE ON PUBLIC THOROUGHFARES;

- OUTDOOR SIGNS, WHETHER OR NOT ATTACHED TO A BUILDING OR
- 3. OUTDOOR TREES, SHRUBS AND PLANTS, EXCEPT AS PROVIDED IN SECTION III—EXTENSIONS OF COVERAGE;
- 4. OUTDOOR, SWIMMING POOLS: FENCES; PIERS, WHARVES AND DOCKS; BEACH OR DIVING PLATFORMS OR APPURTEMANCES; RETAINING WALLS NOT CONSTITUTING A PART OF BUILDINGS; WALKS, ROADWAYS AND OTHER PAVED SURFACES.
- C. THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY WHEN SEC-TION IV—COINSURANCE CLAUSE APPLIES, UNLESS ADDED BY ENDORSE-MENT.
 - COST OF EXCAVATIONS, GRADING OR FILLING;
 - 2. FOUNDATIONS OF BUILDINGS, MACHINERY, BOILERS OR ENGINES WHICH FOUNDATIONS ARE BELOW THE UNDERSURFACE OF THE LOWEST BASEMENT, BUTTON OF THE LOWEST SURFACE OF THE GROUND;
 - PILINGS, PIERS, PIPES, FLUES AND DRAINS WHICH ARE UNDER-3. PILIN GROUND:

4. PILINGS WHICH ARE BELOW THE LOW WATER MARK.

THE ABOVE EXCLUSIONS SHALL NOT APPLY TO THE FOLLOWING PROPERTY WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED;

- 1. Animals and pets:
- 2. Watercraft, including motors, equipment and accessories, while not afloat;
- 3. Outdoor trees, shrubs and plants.

SECTION III—EXTENSIONS OF COVERAGE

(THIS SECTION IS APPLICABLE ONLY WHEN 80% OR HIGHER COINSURANCE CLAUSE APPLIES)

WHEN THE NAMED INSURED ELECTS TO APPLY THE FOLLOWING EXTENSIONS OF COVERAGE:

- A. THE LIABILITY OF THIS COMPANY FOR LOSS IN ANY ONE OCCURRENCE, INCLUDING LOSS UNDER THESE EXTENSIONS, SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLICABLE TO THE COVERAGE(S) BEING EXTENDED, EXCEPT AS PROVIDED UNDER EXTENSION NO. 1.

 B. THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS THAN WOULD HAVE BEEN THE CASE IF ALL FIRE INSURANCE POLICIES COVERING THE DESCRIBED PROPERTY HAD CONTAINED AN IDENTICAL EXTENSION OF COVERAGE AND THE SAME ELECTION WERE MADE UNDER ALL SUCH
- C. WHEN THERE IS OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN ITS PRO RATA SHARE OF THE AMOUNTS SET FORTH IN THESE EXTENSIONS OF COVERAGE.

1. PERSONAL PROPERTY OF OTHERS: The named insured may apply at 1: PENSURAL PROPERTY OF CHIERS: The named insured may apply at each location up to 2%, BUT NOT EXCEEDING \$2,000, of the amount of insurance for Coverage 8—Personal Property of the Insured at such location, as an additional amount of insurance, to cover for the account of the owner(s) (other than the named Insured), direct loss by a peril insured against to personal property similar to that covered by this policy, belonging to others in the care, custody or control of the named Insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named Insured for the account of the owner(s) of the property, except that the right to adjust such loss with the owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named

Page 1 of 5

CF 00 11 (Ed. 04 77)

insured for which payment(s) has been made. THIS EXTENSION OF COVER-AGE SHALL NOT OTHERWISE BENEFIT THE NAMED INSURED NOR ANY CARRIER OR OTHER BAILEE.

2. OFF-PREMISES: The named Insured may apply up to 2%, BUT NOT EXCEEDING \$5,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage B—Personal Property of the Insured at a described location, to cover direct loss by a peril insured against to such property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED) owned by the named Insured, while such property is temporarily removed for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL. (A) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE NAMED INSURED, (B) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT. (C) NOT DIRECTLY OR INDIRECTLY BENEFIT ANY CARRIER OR OTHER BAILEE.

3. NEWLY ACQUIRED PROPERTY:

A. The named Insured may apply up to 10%, BUT NOT EXCEEDING \$25,000, of the amount of insurance for Coverage A—Building(s) to cover direct loss by a peril insured against to the following described

(1) New buildings and new structures being constructed on the described premises and intended for similar occupancy. THIS COVERAGE SHALL CEASE 30 DAYS FROM THE DATE CONSTRUCTION BEGINS OR ON THE DATE THE VALUES OF NEW CONSTRUCTION ARE REPORTED TO THIS COMPANY, OR ON THE EXPIRATION DATE OF THE POLICY, WHICHEVER OCCURS FIRST.

(2) Buildings acquired by the named insured at any location, elsewhere than at the described premises, within the fifty states of the United States of America and the District of Columbia and used by him for similar occupancies or warehouse purposes. THIS COVERAGE SHALL CEASE 30 DAYS FROM THE DATE OF SUCH ACQUISITION OR ON THE DATE VALUES OF THE BUILD-INGS ARE REPORTED TO THIS COMPANY, OR ON THE EXPIRATION DATE OF THE POLICY, WHICHEVER DOCURS FIRST.

B. The named insured may apply up to 10%, BUT NOT EXCEEDING \$10,000, of the amount of insurance for Coverage B.—Personal Property of the Insured to cover direct loss in any one occurrence by a peril insured against to such property at any location (EXCEPT FARS AND EXHIBITIONS) acquired by the named Insured, elsewhere than at the

described premises, within the fifty states of the United States of America and the District of Columbia. THIS COVERAGE SHALL CEASE 30 DAYS FROM THE DATE OF SUCH ACQUISITION OR ON THE DATE VALUES AT SUCH LOCATIONS ARE REPORTED TO THIS COMPANY, OR ON THE EXPIRATION DATE OF THE POLICY, WHICHEVER OCCURS FIRST,

ADDITIONAL PREMIUM SHALL BE DUE AND PAYABLE FOR VALUES SO RE-PORTED FROM THE DATE CONSTRUCTION BEGINS OR THE PROPERTY IS

A. PERSONAL EFFECTS: The named Insured may apply up to 5%, BUT NOT EXCEEDING \$500, of the amount of insurance for Coverage B—Personal Property of the insured to cover direct loss by a peril insured against to personal effects while located on the described premises, belonging to the named Insured, officers, partners or employees thereof. AND LIMITED TO \$100 ON PERSONAL EFFECTS OWNED BY ANY ONE, INDIVIDUAL, THIS EXTENSION OF COVERAGE DOES NOT APPLY IF THE LOSS IS COVERED BY ANY OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT, OR WHICH WOULD HAVE BEEN COVERED BY SUCH OTHER INSURANCE IN THE ABSENCE OF THIS POLICY, At the option of this Company, loss under this Extension of Coverage may be adjusted with and payable to the named Insured.

adjusted with and payable to the named Insured.

5. VALUABLE PAPERS AND RECORDS: The named Insured may apply up to 5%. BUT NOT-EXCEEDING \$500, of the amount of insurance for Coverage B—Personal Property of the Insured at a described location to cover direct loss by a peril insured against under this policy to valuable papers and records. THIS EXTENSION OF COVERAGE COVERS ONLY THE COST OF RESEARCH AND OTHER EXPENSE NECESSARILY INCURRED BY THE NAMED INSURED TO REPRODUCE, REPLACE, OR RESTORE SUCH VALUABLE PAPERS AND RECORDS CONSISTING OF BOOKS OF ACCOUNT, MANUSCRIPTS, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS, FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING, AND OTHER RECORDS, ALL THE PROPERTY OF THE NAMED INSURED AT SUCH LOCATION(S).

6. OUTDOOR TREES, SHRUBS AND PLANTS: The named insured may apply up to 5%, but not exceeding \$1,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage B—Personal Property of the Insured to cover outdoor trees, shrubs and plants at the location(s) described in this policy against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, BUT ONLY TO THE EXTENT SUCH PERILS ARE INSURED AGAINST. THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$250 ON ANY ONE TREE, SHRUB OR PLANT, INCLUDING DEBRIS REMOVAL EXPENSE.

SECTION IV-COINSURANCE CLAUSE A TO A COLOR

(THIS CLAUSE VOID UNLESS A PERCENTAGE IS SPECIFIED IN THE APPROPRIATE SPACE ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT)

THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS TO THE PROPERTY COVERED THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY FOR SUCH PROPERTY BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT).

IN THE EVENT THAT THE AGGREGATE CLAIM FOR ANY LOSS IS BOTH LESS THAN \$10,000 AND LESS THAN 5% OF THE TOTAL AMOUNT OF INSURANCE APPLICABLE TO THE PROPERTY INVOLVED AT THE TIME SUCH LOSS OCCURS, NO

SPECIAL INVENTORY OR APPRAISEMENT OF THE UNDAMAGED PROPERTY. SHALL BE REQUIRED, PROVIDING THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE THE APPLICATION OF THE FIRST PARAGRAPH OF THIS

THE VALUE OF PROPERTY COVERED UNDER EXTENSIONS OF COVERAGE, AND THE COST OF THE REMOVAL OF DEBRIS, SHALL NOT BE CONSIDERED IN THE DETERMINATION OF ACTUAL CASH VALUE WHEN APPLYING THE COINSURANCE CLAUSE

SECTION V-DEDUCTIBLE CLAUSE

THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT OF LOSS TO PROPERTY IN ANY ONE OCCURRENCE RESULTING FROM ANY OF THE PERILS INSURED AGAINST. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (INCLUDING PERSONAL PROPERTY THEREIN), SEPARATELY TO PERSONAL PROPERTY IN EACH BUILDING IF NO COVERAGE IS PROVIDED ON THE CONTAINING BUILDING AND SEPARATELY TO PERSONAL PROPERTY IN THE

OPEN (INCLUDING WITHIN VEHICLES). THE AGGREGATE AMOUNT OF THIS DEDUCTIBLE IN ANY ONE OCCURRENCE SHALL NOT EXCEED \$1,000.

This deductible shall not apply to insurance covering Business Interrup-tion, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

SECTION VI-PERILS INSURED AGAINST

This policy insures against all direct loss caused by:

1. FIRE OR LIGHTNING

REMOVAL, meaning loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for 5 days at each proper place to which such property shall necessarily be removed for preservation from the perils insured against.

This policy is extended to insure against direct loss by Windstorm, Hall, Smoke, Explosion, Riot, Riot Attending A Strike, Civil Commotion, Aircraft And Vehicles as hereinafter provided, ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT.

3. WINDSTORM OR HAIL, EXCLUDING LOSS CAUSED DIRECTLY OR INDI-RECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.

CF 00 11 (Ed. 04 77)

- A. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED:
 - THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED:

 (1) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND

 OR NOT. UNLESS THE BUILDING(S) COVERED OR CONTAINING THE
 PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE
 TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND
 THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE
 BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE
 CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY
 DIRECT ACTION OF WIND OR HAIL; OR (2) BY WATER FROM
 SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH
 EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF
 WIND OR HAIL.
- B. THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO THE FOLLOWING PROPERTY:
 - (1) WINDMILLS, WIND PUMPS OR THEIR TOWERS;
 - (2) CROP SILOS OR THEIR CONTENTS;
 - (3) METAL SMOKESTACKS; OR
 - (4) WHEN OUTSIDE OF BUILDINGS.

(a) GRAIN, HAY, STRAW OR OTHER CROPS,

Page 2 of 5

(b) TREES, SHRUBS OR PLANTS,

(c) AWNINGS OF FABRIC OR SLAT CONSTRUCTION, CANO-PIES OF FABRIC OR SLAT CONSTRUCTION, INCLUDING THEIR SUPPORTS, (d) RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR

LEAD-IN WIRING, MASTS OR TOWERS.

- 4. SMOKE, meaning sudden and accidental damage from smoke, OTHER THAN SMOKE FROM AGRICULTURAL SMUDGING OR INDUSTRIAL OPERATIONS.
- EXPLOSION, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.
 - A. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE
 - B. THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS:
 - (1) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM",
 - (2) ELECTRIC ARCING.
 - (3) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN,
 - (4) WATER HAMMER,
 - (5) RUPTURE OR BURSTING OF WATER PIPES,
 - (6) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER,
 - (7) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.
- RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including B. KIOT, KIOT ATENDING A STRIKE OR CIVIL COMMOTION, Including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS RESULTING FROM DAMAGE TO OR DESTRUCTION OF PROPERTY DUE TO CHANGE IN TEMPERATURE OR HUMIDITY OR INTERRUPTION OF OPERATIONS WHETHER OR NOT SUCH LOSS IS COVERED BY THIS POLICY AS TO OTHER PERILS.
- 7. AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with

the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS:

- A. BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES:
- B. BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS, OR WHEN OUT-SIDE OF BUILDINGS, TO TREES, SHRUBS OR PLANTS; C. TO ANY AIRCRAFT OR VEHICLE INCLUDING ITS CONTENTS OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFAC-TURÉ OR FOR SALE.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and

This policy is extended to insure against direct loss by Vandalism or Malicious Mischief as hereinafter pro-vided, ONLY WHEN PREMIUM FOR VANDALISM AND MALICIOUS MISCHIEF IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT.

- 8. VANDALISM OR MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered.
- THIS COMPANY SHALL NOT BE LIABLE FOR LOSS-

 - COMPANY SHALL NOT BE LIABLE FOR LOSS—

 A. TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING PART OF A BUILDING, STRUCTURE OR AN OUTSIDE SIGN;

 B. BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S); COVERED CAUSED BY BURGLARS IN GAINING ENTRANCE TO OR EXIT FROM THE BUILDING(S) OR ANY PART OF THE BUILDING(S);

 C. BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM BRINES, IF OWNED BY, LEASED BY, OR OPERATED UNDER THE CONTROL OF THE NAMED INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN;

 D. FROM DEPRECIATION OR DETERIORATION.
 - D. FROM DEPRECIATION OR DETERIORATION;

 - D. FROM DEPRECIATION OR DETERIORATION;
 E. RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY;
 F. IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNDOCCUPIED
 BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING
 THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE
 MCEPTION DATE OF INSURANCE AGAINST THESE PERILS; but a building
 in process of construction shall not be deemed vacant or unoccupied,
 nor shall the unoccupancy provision be applicable to private dwelling
 property. (The words "vacant" and "unoccupied" are defined in Section IX, paragraph 8.)

- 1. ELECTRICAL APPARATUS: THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR DNLY ITS PROPORTION OF LOSS CAUSED BY THE ENSUING FIRE.
- ION OF LOSS CAUSED BY THE ENSUING FIRE.

 2. NUCLEAR CLAUSE (NOT APPLICABLE IN NEW YORK): THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED AND LOSS BY SUNCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENT; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.
- NUCLEAR CLAUSE (Applicable in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioac-tive contamination, all whether directly or indirectly resulting from an insured peril under this policy.
- A. NUCLEAR EXCLUSION (NOT APPLICABLE IN NEW YORK): (THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE AND LIGHTNING, WHICH ARE OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ABOVE): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION. ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR NOIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY, AND NUCLEAR REACTION OR NUCLEAR REACTION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, IS NOT "EXPLOSION" OR "SMOKE".
- Ordinance or law: This company shall not be liable for loss, including debris removal expense, occasioned directly or indi-rectly by enforcement of any ordinance or law regulating the use,

- CONSTRUCTION, REPAIR OR DEMOLITION OF PROPERTY, UNLESS SUCH LIA-BILITY IS OTHERWISE SPECIFICALLY ASSUMED BY ENDORSEMENT.
- 6. POWER FAILURE: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY THE INTERRUPTION OF POWER OR OTHER UTILITY SERVICE FURNISHED TO THE DESCRIBED PREMISES IF THE INTERRUPTION TAKES PLACE AWAY FROM THE DESCRIBED PREMISES. IF A PERIL INSURED AGAINST ENSUES ON THE DESCRIBED PREMISES, THIS COMPANY SHALL BE LIABLE FOR ONLY ITS PROPORTION OF LOSS CAUSED BY THE ENSUING PERIL.
- 7. WAR RISK (THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE, LIGHTNING AND REMOVAL WHICH ARE OTHERWISE PROVIDED FOR IN THIS POLICY; THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY:
 - A. HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUD-ING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK,
 - ACTUAL, IMPENDING OR EXPECTED ATTACK,

 (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILTARY, NAVAL OR AIR FORCES; OR

 (2) BY MILITARY, NAVAL OR AIR FORCES; OR

 (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES;

 B. INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.
- 8. WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING:
 - A. FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT; B. WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
 - C. WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH

Page 3 of 5

CF 00 11 (Ed. 0477)

VALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER JRS, OR THROUGH DOORS, WINDOWS, OR ANY OTHER OPENING IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

3 FIRE OR EXPLOSION AS INSURED AGAINST ENSUES, AND THEN THIS
ANY SHALL BE LIABLE FOR ONLY ITS PROPORTION OF LOSS CAUSED BY THE ENSUING FIRE OR EXPLOSION

SECTION VIII-VALUATION

The following bases are established for valuation of property:

- ALL PROPERTY AT ACTUAL CASH VALUE, EXCEPT AS PROVIDED BELOW OR BY ENDORSEMENT.
- THE VALUE OF ALL STOCK ACTUALLY SOLD BUT NOT DELIVERED SHALL BE THE PRICE AT WHICH IT WAS SOLD, LESS ALL DISCOUNTS AND UNINCURRED
- 3. TENANT'S IMPROVEMENTS AND BETTERMENTS:
 - A. IF REPAIRED OR REPLACED AT THE EXPENSE OF THE NAMED IN-SURED WITHIN A REASONABLE TIME AFTER LOSS, THE ACTUAL CASH VALUE OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTER-
 - B. IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED PROPERTY WHICH THE UNEX-PIRED TERM OF THE LEASE OR RENTAL AGREEMENT, WHETHER WRITTEN OR ORAL, IN EFFECT AT THE TIME OF LOSS BEARS TO THE PERIODS
- FROM THE DATES SUCH IMPROVEMENTS OR BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.
- C. IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE NAMED INSURED, THERE SHALL BE NO LIABILITY HERE-UNDER.
- 4. VALUABLE PAPERS AND RECORDS:
 - A. BOOKS OF ACCOUNT, MANUSCRIPTS, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING) FOR NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE COST OF LABOR INCURRED BY THE NAMED INSURED FOR TRANSCRIB-ING OR COPYING SUCH RECORDS.
 - B. FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING FOR NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

SECTION IX-OTHER PROVISIONS

- 1. APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF THE DEDUCTIBLE, IF ANY, FROM ANY PERIL OR PERILS INCLUDED IN THIS POLICY THAN (A) THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY LEXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED AGAINST HERE-UNDER, NOR (B) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF THE DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE, WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS. EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE FOUND ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE SOCIETY OF THE EXISTENCE OF THE INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE SHALL BE LIABILITY OF SECRET FOR THE EXISTENCE AS I IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABILITY FOR SUCH LOSS BEAST TO THE SUM OF ALL SUCH LOSS THE LIBIT. THE SUM OF ALL SUCH LOSS THE SUM OF THE SUM OF THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME TYPE. THE WORDS "JOINT LOSS", AS USED IN THE FORECOING, MEAN THAT THE APPLY.
- 2. CONTROL OF PROPERTY: This insurance shall not be prejudiced by any act or neglect of any person (other than the named insured), when such act or neglect is not within the control of the named insured.
- 3. DIVISIBLE CONTRACT CLAUSE: If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.
- 4. INSPECTION OF PROPERTY AND OPERATIONS: This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- 5. LIBERALIZATION: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall incre to the benefit of the named insured hereunder as though such endorsement or substitution of form had been made.
- LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this
- MORTGAGE CLAUSE (Not applicable in Minnesota): (APPLIES ONLY TO BUILDING ITEMS AND IS EFFECTIVE ONLY WHEN POLICY IS MADE PAYABLE TO A NAMED MORTGAGEE OR TRUSTEE.)

Loss or damage, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may
appear, under all present or future mortgages upon the property herein
described in which the aforesaid may have an interest as mortgagee (or
trustee) in order of precedence of said mortgages, and this insurance, as to
the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within
described property, nor by any foreclosure or other proceedings or notice of
sale relating to the property, nor by any change in the title or ownership of
the property, nor by the occupation of the premises for purposes more
hazardous than are permitted by this policy; provided, that in case the
mortgagor or owner shall neglect to pay any premium due under this policy,
the mortgagee (or trustee) shall, on demand, pay the same.

PROVIDED, ALSO, THAT THE MORTGAGEE (OR TRUSTEE) SHALL NOTIFY THIS COMPANY OF ANY CHANGE OF OWNERSHIP OR OCCUPANCY OR INCREASE OF HAZARD WHICH SHALL COME TO THE KNOWLEDGE OF SAID MORTGAGEE (OR TRUSTEE) AND, UNLESS PERMITTED BY THIS POLICY, IT SHALL BE NOTED THEREON AND THE MORTGAGEE (OR TRUSTEE) SHALL, ON DEMAND, PAY THE PREMIUM FOR SUCH INCREASED HAZARD FOR THE TERM OF THE USE THEREOF; OTHERWISE THIS POLICY SHALL BE NULL AND VOID.

THIS COMPANY RESERVES THE RIGHT TO CANCEL THIS POLICY AT ANY TIME AS PROVIDED BY ITS TERMS, BUT IN SUCH CASE THIS POLICY SHALL CONTINUE IN FORCE FOR THE BENEFIT ONLY OF THE MORTGAGEE (OR TRUSTE) FOR 10 DAYS AFTER NOTICE TO THE MORTGAGEE (OR TRUSTED OF SUCH CANCELLATION AND SHALL THEN CEASE, AND THIS COMPANY SHALL HAVE THE RIGHT, ON LIKE NOTICE, TO CANCEL THIS AGREEMENT.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally suborgated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's for trustee's claim.

- 8. PERMITS AND USE: Except as otherwise provided, permission is
 - A. to make additions, alterations and repairs. This policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, WHEN NOT OTHERWISE COVERED BY INSURANCE, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises; and this policy, insofar as it covers contents, is extended to cover in such additions. This provision does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy;
 - any, attached to this policy;

 B. for such unoccupancy as is usual or incidental to the described occupancy; BUT VACANCY IS LIMITED TO THE 60 DAY PERIOD PERMITTED BY THE POLICY CONDITIONS ("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. "Unoccupancy of "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended);
 - operations of other customary activities are suspensed;

 C. in the event of loss hereunder, to make reasonable repairs, temporary or permanent, PROVIDED SUCH REPAIRS ARE CONFINED SOLELY TO THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE, AND PROVIDED FURTHER THAT THE NAMED INSURED SHALL KEEP AN ACCURATE RECORD OF SUCH REPAIR EXPENDITURES. The cost of any such repairs directly attributable to damage by any peril insured hereunder shall be included in determining the amount of loss here-

CF 00 11 (Ed. 04 77)

under NOTHING HEREIN CONTAINED IS INTENDED TO MODIFY THE POLICY REQUIREMENTS APPLICABLE IN CASE LOSS OCCURS, AND IN PARTICULAR THE REQUIREMENT THAT, IN CASE LOSS OCCURS, THE NAMED INSURED SHALL PROTECT THE PROPERTY FROM FURTHER DAMAGE.

- 9. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS ARE SET FORTH BY ENDORSEMENT HERETO. FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS. THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.
- 10. PROVISIONS APPLICABLE DNLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EX-

PENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS. THE TERM "DIRECT", AS APPLIED TO LOSS, MEANS LOSS, AS
LIMITED AND CONDITIONED IN THIS POLICY, RESULTING FROM DIRECT LOSS
TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINTS. IF THE
BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS
INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY
SHALL NOT BE-LIABLE FOR ANY LOSS DUE TO INTERFRENCE BY ANY PERSONIS) WITH TREBULIDING, REPAIRING OR REPLACING THE REOPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF
BUSINESS.

11. SUBROGATION: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss any or all right of recovery against any party-for loss occurring to the property described.

14 - E + E 5



SPECIAL BUILDING FORM

CF 00 13

(Ed. 04 77)

THIS FORM CANCELS AND REPLACES ANY COVERAGE ON BUILDINGS PROVIDED UNDER ANY OTHER FORM MADE A PART OF THIS POLICY, BUT ONLY WITH RESPECT TO BUILDINGS TO WHICH THIS FORM IS SHOWN TO BE APPLICABLE.

insurance applies only to item(s) specifically described in this policy for which an amount of insurance is shown and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I-PROPERTY COVERED

When insurance under this policy covers "Building(s)", such insurance shall cover in accordance with the following description of coverage.

COVERAGE A—BUILDING(S): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building(s); materials and supplies intended for use in construction, alteration or repair of the building(s) or structure(s); yard fixtures; personal property of the named Insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (BUT NOT INCLUDING OTHER PERSONAL PROPERTY IN

APARTMENTS OR ROOMS FURNISHED BY THE NAMED INSURED AS LAND-LORD); all while at the described premises."

DEBRIS REMOVAL: This policy covers expense incurred in the removal of debris of the property covered hereunder which may be occasioned by loss by a peril not otherwise excluded. THE TOTAL AMOUNT RECOVERABLE UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCEED THE AMOUNT OF INSURANCE APPLYING TO THE DESCRIBED PROPERTY.

SECTION II-PROPERTY NOT COVERED

THIS POLICY DOES NOT COVER:

A. OUTDOOR SWIMMING POOLS; FENCES; PIERS, WHARVES AND DOCKS, BEACH OR DIVING PLATFORMS OR APPURTENANCES; RETAINING WALLS NOT CONSTITUTING A PART OF A BUILDING; WALKS, ROADWAYS AND OTHER PAVED SURFACES.

B. THE COST OF EXCAVATIONS, GRADING OR FILLING; FOUNDATIONS OF BUILDINGS, MACHINERY, BOILERS OR ENGINES WHICH FOUNDATIONS ARE BELOW THE UNDERSURFACE OF THE LOWEST BASEMENT FLOOR. OR WHERE THERE IS NO BASEMENT, BELOW THE SURFACE OF THE GROUND; PILINGS,

PIERS, PIPES, FLUES AND DRAINS WHICH ARE UNDERGROUND, PILINGS WHICH ARE BELOW THE LOW WATER MARK.

C. OUTDOOR SIGNS, WHETHER DR NOT ATTACHED TO A BUILDING OR STRUCTURE.

D. LAWNS, OUTDOOR TREES, SHRUBS AND PLANTS, EXCEPT AS PROVIDED IN THE EXTENSIONS OF COVERAGE.

E. PROPERTY WHICH IS MORE SPECIFICALLY COVERED IN WHOLE OR IN PART BY THIS OR ANY OTHER CONTRACT OF INSURANCE, EXCEPT FOR THE AMOUNT OF LOSS WHICH IS IN EXCESS OF THE AMOUNT DUE FROM SUCH MORE SPECIFIC INSURANCE.

SECTION III-PROPERTY SUBJECT TO LIMITATIONS

THE FOLLOWING PROPERTY IS SUBJECT TO THESE ADDITIONAL LIMITATIONS:

A. PLUMBING, HEATING, AIR CONDITIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTECTIVE SYSTEMS) ARE NOT COVERED AGAINST LOSS CAUSED BY OR RESULTING FROM FREEZING WHILE THE DESCRIBED BUILDINGS ARE VACANT OR UNOCCUPIED, UNLESS THE NAMED INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDINGS OR UNLESS SUCH EQUIPMENT AND APPLIANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY.

B. STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES ARE NOT COVERED AGAINST LOSS CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS, PIPES, TURBINES OR ENGINES (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED. FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM).

C. HOT WATER BOILERS OR OTHER EQUIPMENT FOR HEATING WATER ARE NOT COVERED AGAINST LOSS CAUSED BY ANY CONDITION OR OCCURRENCE WITHIN SUCH BOILERS OR EQUIPMENT, OTHER THAN AN EXPLOSION.

B. GLASS IS NOT COVERED AGAINST LOSS FOR MORE THAN \$50 PER PLATE, PANE, MULTIPLE PLATE, INSULATING UNIT, RADIANT HEATING PANEL, JALOUSIE, LOUVER OR SHUTTER, NOR FOR MORE THAN \$250 IN ANY ONE OCCURENCE, UNLESS CAUSED BY FIRE, LIGHTNING, WINDSTORM, HAIL, AIRCRAFT, VEHICLES, DISCHARGE FROM FIRE PROTECTION OR BUILDING SERVICE EQUIPMENT, EXPLOSION, RIOT OR CIVIL COMMOTION, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

E. FENCES, PAVEMENTS, OUTDOOR SWIMMING POOLS AND RELATED EQUIP-MENT, RETAINING WALLS, BULKHEADS, PIERS, WHARVES OR DOCKS, WHEN COVERED UNDER THIS POLICY, ARE NOT COVERED AGAINST LOSS CAUSED BY FREEZING OR THAWING, IMPACT OF WATERCRAFT, OR BY THE PRESSURE OR WEIGHT OF ICE OR WATER WHETHER DRIVEN BY WIND OR NOT.

F. METAL SMOKESTACKS AND, WHEN OUTSIDE OF BUILDINGS (1) AWNINGS OF FABRIC OR SLAT CONSTRUCTION, CANOPIES OF FABRIC OR SLAT CONSTRUCTION, INCLUDING THEIR SUPPORTS, AND (2) RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS ARE NOT COVERED AGAINST LOSS CAUSED BY ICE, SNOW, SLEET, WINDSTORM OR HAIL.

B. THE INTERIOR OF BUILDINGS IS NOT COVERED AGAINST LOSS CAUSED BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS (1) THE BUILDINGS SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO RODF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL, AND THEN THIS COMPANY SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDINGS AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDINGS THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAILS OR (2) SUCH LOSS RESULTS FROM FIRE, LIGHTNING, AIRCRAFT, VEHICLES, EXPLOSION, RIOT, CIVIL COMMOTION, VANDALISM, MALICIOUS MISCHIEF, WEIGHT OF ICE, SNOW OR SLEET TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

ARE INSURED AGAINST IN THIS POLICY.

H. BUILDINGS OR STRUCTURES IN PROCESS OF CONSTRUCTION, INCLUDING MATERIALS AND SUPPLIES THEREFOR, WHEN COVERED UNDER THIS POLICY, ARE NOT. COVERED AGAINST LOSS UNLESS CAUSED BY FIRE, LIGHTNING, WINDSTORM, HAIL, AIRCRAFT, VEHICLES, SMOKE, EXPLOSION, RIOT, CIVIL COMMOTION, VANDALISM OR MALICIOUS MISCHIEF, AND THEN THIS COMPANY SHALL BE LIABLE ONLY TO THE EXTENT THAT SUCH PERILS ARE INSURED AGAINST IN THIS POLICY.

I. PROPERTY: UNDERGOING ALTERATIONS, REPAIRS, INSTALLATIONS OR SERVICING IS NOT COVERED AGAINST LOSS IF SUCH LOSS IS DIRECTLY ATTRIBUTABLE TO THE OPERATIONS OR WORK BEING PERFORMED THEREON, UNLESS A PERIL NOT EXCLUDED BY THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY LOSS CAUSED BY SUCH ENSUING BEEN!

SECTION IV-EXTENSIONS OF COVERAGE

Except with respect to Extension D, Replacement Cost:

(A) Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

THE TOTAL AMOUNT RECOVERABLE UNDER THE EXTENSIONS OF COVERAGE IN THIS FORM AND EXTENSIONS OF COVERAGE IN ANY OTHER FORM MADE A PART OF THIS POLICY ARE NOT CUMULATIVE AND SHALL NOT EXCEED THE LARGEST AMOUNT RECOVERABLE UNDER ANY SINGLE FORM MADE A PART OF THIS POLICY.

WHEN, IN ACCORDANCE WITH THE OTHER INSURANCE CONDITION, THERE IS CONTRIBUTING INSURANCE, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN ITS PRO RATA SHARE OF THE LIMITS SET FORTH IN THE FOLLOWING EXTENSIONS OF COVERAGE.

A. Newly Acquired Property: The named Insured may apply up to '25% of the amount of insurance specified for Building(s), BUT NOT EXCEEDING \$1300,000, TO COVER DIRECT LOSS IN ANY ONE OCCURRENCE BY A PERIL NOT DTHERWISE EXCLUDED TO THE FOLLOWING DESCRIBED PROPERTY:

 New buildings and new structures being constructed on the described premises and intended for similar occupancy when not otherwise covered by insurance. THIS COVERAGE SHALL CEASE 30 DAYS FROM THE DATE CONSTRUCTION BEGINS OR ON THE DATE THE

CF 00 13 (Ed. 04 77)

VALUES OF NEW CONSTRUCTION ARE REPORTED TO THIS COMPANY, OR ON THE EXPIRATION DATE OF THE POLICY, WHICHEVER OCCURS FIRST.

- Buildings acquired by the named Insured at any location, elsewhere than at the described premises, within or between the fifty states of the United States of America, the District of Columbia and States of the United States of America, the district of Columbia and Puerto Rico and used for similar occupancies of warehouse purposes. This coverage Shall cease 30 days from the date of Such acquisition or on the date values of the Buildings are reported to this company, or on the expiration date of the Policy, whichever occurs first.
- Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.
- B. Off-Premises: The named Insured may apply up to 2% of the amount of insurance specified for Building(s), BUT NOT EXCEEDING \$5,000, at a described location to cover direct loss IN ANY ONE OCCURRENCE by a peril not otherwise excluded to property covered under Building(s) while removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration. This extension of coverage shall not Apply to Property on any premises "Owned, leased, operated or controlled by the named insured."
- C. Outdoor Trees, Shrubs and Plants: The named insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the described premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, BUT ONLY TO THE EXTENT SUCH PERILS ARE INSURED AGAINST HEREIN. THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$250 ON ANY ONE TREE, SHRUB OR PLANT, INCLUDING EXPENSE INCURRED FOR REMOVING DEBRIS THEREOF.
- D. Replacement Cost: In the event of loss to a building or structure covered under this policy, when the full cost of repair or replacement is less than \$1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). COVERAGE SHALL BE ONLY APPLICABLE ONLY TO A BUILDING OR STRUCTURE COVERED HEREUNDER. BUT EXCLUDING OUTDOOR FUNDTURE, OUTDOOR EQUIPMENT, FLOOR COVERINGS, AWNINGS, AND APPLIANCES FOR REFRIGERATING, VENTILATION, COOKING, DISHWASHING AND LAUNDERING, ALL WHETHER OR NOT PERMAKENTLY ATTACHED TO THE BUILDING OR STRUCTURE.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS EXTENSION OF COVERAGE UNLESS THE WHOLE AMOUNT OF INSURANCE APPLICABLE TO THE BUILDING OR STRUCTURE FOR WHICH CLAIM IS MADE IS EQUAL TO OR IN EXCESS OF THE AMOUNT PRODUCED BY MULTIPLYING THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT DORSEMENT

SECTION V-DEDUCTIBLE CLAUSE

THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT OF LOSS TO PROPERTY IN ANY ONE OCCURRENCE. THIS DEDUCTIBLE SHALL APPLY SEPA-

RATELY TO EACH BUILDING. THE AGGREGATE AMOUNT OF THIS DEDUCTIBLE IN ANY ONE OCCURRENCE SHALL NOT EXCEED \$1,000.

SECTION VI-PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made

SECTION VII-COINSURANCE CLAUSE

THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS TO THE PROPERTY COVERED THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY FOR SUCH PROPERTY BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT).

IN THE EVENT THAT THE AGGREGATE CLAIM FOR ANY LOSS IS BOTH LESS THAN \$10,000 AND LESS THAN 5% OF THE TOTAL AMOUNT OF INSURANCE APPLICABLE TO THE PROPERTY INVOLVED AT THE TIME SUCH LOSS OCCURS, NO

SPECIAL INVENTORY OR APPRAISEMENT OF THE UNDAMAGED PROPERTY SHALL BE REQUIRED, PROVIDING THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE THE APPLICATION OF THE FIRST PARAGRAPH OF THIS

THE VALUE OF PROPERTY COVERED UNDER EXTENSIONS OF COVERAGE, AND THE COST OF THE REMOVAL OF DEBRIS, SHALL NOT BE CONSIDERED IN THE DETERMINATION OF ACTUAL CASH VALUE WHEN APPLYING THE COINSURANCE

SECTION VIII—EXCLUSIONS

THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST:

- A. LOSS OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, REPAIR, OR DEMOLITION OF BUILDINGS OR STRUCTURES INCLUDING DEBRIS REMOVAL
- B. LOSS OCCASIONED DIRECTLY OR INDIRECTLY BY ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIR-ING CAUSED BY ELECTRICAL CURRENTS ARTHFICIALLY GENERATED UNLESS FIRE AS INSURED AGAINST ENSURS, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY LOSS CAUSED BY THE ENSUING FIRE.
- C. LOSS CAUSED DIRECTLY OR INDIRECTLY BY THE INTERRUPTION OF POWER OR OTHER UTILITY SERVICE FURNISHED TO THE DESCRIBED PREMISES IF THE INTERRUPTION TAKES PLACE AWAY FROM THE DESCRIBED PREMISES. IF A PERIL NOT OTHERWISE EXCLUDED ENSUES ON THE DESCRIBED PREMISES, THIS COMPANY WILL PAY ONLY FOR LOSS CAUSED BY THE ENSUING PERIL.
- D. LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING: ••

 1. EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDELOW, EARTH SINKING, EARTH RISING OR SHIFTING; 2. FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT; 3. WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS; OR
 - 4. WATER WHICH BACKS OF INHUDEN STREETS ON DESIRES ON THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS, OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, OR FLOORS;

UNLESS FIRE OR EXPLOSION AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY LOSS CAUSED BY THE ENSUING FIRE OR EXPLOSION; BUT THESE EXCLUSIONS SHALL NOT APPLY TO LOSS ARISING.

E. LOSS CAUSED BY:

13. WEAR AND TEAR, DETERIORATION, RUST OR CORROSION, MOLD, WET OR DRY ROT, INHERENT OR LATENT DEFECT, SMOG; SMOKE, VAPOR OR GAS FROM AGRICULTURAL DO RINDUSTRIAL OPERATIONS, MECHANICAL BREAKOOWN, INCLUDING RUPTURE OR BURSTING CAUSED BY CENTRIFUGAL FORCE; SETTLING, CRACKING, SHRINKAGE, BULGING OR

- EXPANSION OF PAVEMENTS; FOUNDATIONS, WALLS, FLOORS, ROOFS OR: CELLINGS; ANIMALS, BIRDS, VERMIN, TERMITES OR OTHER IN-SECTS; UNLESS LOSS BY A PERIL NOT OTHERWISE EXCLUDED ENSUES AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.
- LUSS;
 2. EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM) IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE NAMED INSURED, OR FOR ANY ENSUING LOSS EXCEPT BY FIRE OR EXPLOSION NOT OTHERWISE EXCLUDED, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.
- 3. VANDALISM, MALICIOUS MISCHIEF, THEFT OR ATTEMPTED THEFT, IF THE BUILDING HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, UNESS LOSS BY A PERIL NOT OTHERWISE EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS;
- A. LEAKAGE OR OVERFLOW FROM PLUMBING, HEATING, AIR CONDI-TIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTEC-TIVE SYSTEMS) CAUSED BY OR RESULTING FROM FREEZING WHILE THE BUILDING IS VACANT OR UNDOCCUPIED UNLESS THE MAMED INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAIN-ING HEAT IN THE BUILDINGS OR UNILESS SUTH EQUIPMENT AND APPLI-ANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY;
- SUCH VACANCY OR UNOCCUPANCY;

 5. THEFT (INCLUDING BUT NOT LIMITED TO BURGLARY AND ROBBERY)
 OF ANY PROPERTY WHICH AT THE TIME OF LOSS IS NOT AN INTEGRAL
 PART OF A BUILDING OR STRUCTURE (EXCEPT DIRECT LOSS BY PILLAGE
 AND LOOTING OCCURRING DURING AND AT THE IMMEDIATE PLACE OF A
 RIOT OR CIVIL-COMMOTION), UNLESS LOSS BY A PERIL NOT OTHERWISE
 EXCLUDED IN THIS POLICY ENSUES FROM THEFT OR ATTEMPTED THEFT,
 AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING
 LOSS:
- LOSS;

 6. UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF ANY PROPERTY, OR SHORTAGE DISCLOSED ON TAKING INVENTORY, OR CAUSED BY ANY WILLFUL OR DISHONEST ACT OR COMISSION OF THE NAMED INSURED OR ANY ASSOCIATE, EMPLOYEE OR AGENT OF ANY INSURED; OR

CF 00 13 (Ed. 04 77)

- 7. CONTINUOUS OR REPEATED SEEPAGE OR LEAKAGE OF WATER OR STEAM FROM WITHIN A PLUMBING, HEATING OR AIR CONDITIONING SYSTEM OR FROM WITHIN A DOMESTIC APPLIANCE WHICH OCCURS OVER A PERIOD OF WEEKS, MONTHS OR YEARS.
- F. WAR RISK AND COVERNMENTAL ACTION EXCLUSION: THIS POLICY SHALL NOT APPLY TO LOSS CAUSED, DIRECTLY OR INDIRECTLY, BY OR DUE TO ANY ACT OR CONDITION INCIDENT TO THE FOLLOWING:
 - OR CONDITION INCIDENT TO THE FOLLOWING:

 1. HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING ACAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (B) BY MILITARY, NAVAL OR AIR FORCES; OR (B) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES;
 - COMBATMENT, POWER, AUTHORIT OR FORCES;

 2. INSURFECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE; SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOM'S REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE.
- G. Nuclear Clause And Nuclear Exclusion:
 - 1. NUCLEAR CLAUSE (NOT APPLICABLE IN NEW YORK): THE WORD "FIRE" IN THIS POLICY IS NOT INTENDED TO AND DOES NOT EMBRACE

- NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY, HOWEVER, SUBJECT TO THE FORE-GOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR REDIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.
- 2. NUCLEAR CLAUSE (APPLICABLE ONLY IN NEW YORK): THIS POLICY DOES NOT COVER LOSS OR DAMAGE CAUSED BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM AN INSURED PERIL UNDER THIS POLICY.
- 3. NUCLEAR EXCLUSION (NOT APPLICABLE IN NEW YORK): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY; AND NUCLEAR REACTION OR NUCLEAR RADIATION, ALL WHETHER CONTROLLED OR UNCONTROLLED IS NOT "EXPLOSION" OR "SMOKE". THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERIL OF FIRE, WHICH IS OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ABOVE.

SECTION IX-OTHER PROVISIONS

1. OTHER INSURANCE:

- THER INSURANCE:

 A. IF AT THE TIME OF LOSS THERE IS OTHER INSURANCE WRITTEN IN
 THE NAME OF THE INSURED UPON THE SAME PLAN, TERMS, CONDITIONS
 AND PROVISIONS AS CONTAINED IN THIS POLICY; HEREIN REFERRED TO
 AS CONTRIBUTING INSURANCE, THIS COMPANY SHALL BE LIABLE FOR
 NO GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY BEARS TO THE WHOLE AMOUNT OF INSURANCE COVERING SUCH LOSS.
- B. IF AT THE TIME OF LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN A. ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS HEREUNDER UNTIL:
 - (1) THE LIABILITY OF SUCH OTHER INSURANCE HAS BEEN EX-HAUSTED, AND
 - (2) THEN FOR ONLY SUCH AMOUNT AS MAY EXCEED THE AMOUNT DUE FROM SUCH OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT.
- 2. CONTROL OF PROPERTY: This insurance shall not be prejudiced by any act or neglect of any person (other than the named insured), when such act or neglect is not within the control of the named insured.
- 3. DIVISIBLE CONTRACT CLAUSE: If this policy covers two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.
- 4. INSPECTION OF PROPERTY AND OPERATIONS: This Company and any person or organization making inspections on this Company's behalf shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- 1aw, rule or regulation.
 5. LIBERALIZATION: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the named Insured hereunder as though such endorsement or substitution of form had been made.
- 6. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this policy.
- 7. MORTGAGE CLAUSE (Not applicable in Minnesota): (APPLIES ONLY WHEN POLICY IS MADE PAYABLE TO A NAMED MORTGAGEE OR TRUSTEE.)

Loss or damage, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may
appear, under all present or future mortgages upon the property herein
described in which the aforesaid may have an interest as mortgagee (or
trustee) in order of precedence of said mortgages, and this insurance, as to
the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within
described property, nor by any foreclosure or other proceedings or notice of

sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgage (or trustee) shall, on demand, pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

THIS COMPANY RESERVES THE RIGHT TO CANCEL THIS POLICY AT ANY TIME AS PROVIDED BY ITS TERMS, BUT IN SUCH CASE THIS POLICY SHALL CONTINUE IN FORCE FOR THE BENEFIT ONLY OF THE MORTGAGEE (OR TRUSTEE) FOR 10 DAYS AFTER NOTICE TO THE MORTGAGEE (OR TRUSTEE) OF SUCH CANCELLATION AND SHALL THEN CEASE, AND THIS COMPANY SHALL HAVE THE RIGHT, ON LIKE NOTICE, TO CANCEL THIS AGREEMENT.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally suborgated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

- 8. PERMITS AND USE: Except as otherwise provided, permission is granted:
 - A. to make alterations and repairs;
 - B. for such unoccupancy as is usual or incidental to the described occupancy; BUT VACANCY IS LIMITED TO THE 60 DAY PERIOD PERMITTED BY THE POLICY CONDITIONS ("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. "Unoccupied" or "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended);
 - operations or other customary activities are suspended);

 C. in the event of loss hereunder, to make reasonable repairs, temporary or permanent, PROVIDED SUCH REPAIRS ARE CONFINED SULELY TO THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE, AND PROVIDED FURTHER THAT THE NAMED INSURED SHALL KEEP AN ACCURATE RECORD OF SUCH REPAIR EXPENDITURES. The cost of any such repairs directly attributable to damage by any peril not otherwise excluded shall be included in determining the amount of loss hereunder. NOTHING HEREIN CONTAINED IS INTENDED TO MODIFY THE POLICY REQUIREMENTS APPLICABLE IN CASE LOSS OCCURS, AND IN PARTICULAR THE REQUIREMENT THAT, IN CASE LOSS OCCURS, THE NAMED INSURED SHALL PROTECT THE PROPERTY FROM FURTHER DAMAGE.
- 9. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE NAMED INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS ARE SET FORTH BY ENDORSEMENT

CF 00 13 (Ed. 04 77)

FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.

10. SUBROGATION:

A. In the event of any payment under this policy, this Company shall be subrogated to all the named insured's rights or recovery against any person or organization AND THE NAMED INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE NECESSARY TO SECURE SUCH RIGHTS. THE NAMED INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

B. THIS COMPANY SHALL NOT BE BOUND TO PAY ANY LOSS IF THE NAMED INSURED HAS IMPAIRED ANY RIGHT OF RECOVERY FOR LOSS; however, it is agreed that the named Insured may as respects property while on the premises of the named Insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the named Insured to recover hereunder.

11. NO BENEFIT TO BAILEE: THIS INSURANCE SHALL NOT INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

12. REPORT TO POLICE, WHEN EITHER A LOSS OR OCCURRENCE TAKES PLACE, THE NAMED INSURED SHALL GIVE NOTICE THEREOF TO THE PROPER POLICE AUTHORITY IF LOSS OR OCCURRENCE IS DUE TO A VIOLATION OF LAW.

- 11



SPECIAL PERSONAL PROPERTY FORM

CF 00 14

(Ed. 04 77)

THIS FORM CANCELS AND REPLACES ANY COVERAGE ON PERSONAL PROPERTY PROVIDED UNDER ANY OTHER FORM MADE A PART OF THIS POLICY, BUT ONLY WITH RESPECT TO PERSONAL PROPERTY TO WHICH THIS FORM IS SHOWN TO BE APPLICABLE.

insurance applies only to item(s) specifically described in this policy for which an amount of insurance is shown and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I-PROPERTY COVERED

When insurance under this policy covers "Personal Property of the Insured" or "Personal Property of Others", such insurance shall cover in accordance with the following description(s) of coverage.

COVERAGE B-PERSONAL PROPERTY OF THE INSURED: Business personal property owned by the named Insured and usual to the occupancy of the ; is named Insured, including the named Insured's interest in personal property awned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the named Insured; all while (1) in or on the described building(s), or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

This coverage shall also include Tenant's Improvements and Betterments when not otherwise specifically covered. Tenant's Improvements and Betterments means the named Insured's use interest in fixtures, alterations, terments means the named insured's use interest in installations or additions constituting a part of the building(s) occupied but not owned by the named insured and made or acquired at the expense of the named insured exclusive of rent paid by the named insured, but which are not legally subject to removal by the named Insured. COVERAGE C—PERSONAL PROPERTY OF OTHERS: This insurance shall cover: for the account of the owner(s) (OTHER THAN THE NAMED INSURED) personal property belonging to others in the care, custody or control of the named legared, while (1) in or on the described building(s), or (2) in the open (including within vehicles) on or within 100 feet of the described

Loss shall be adjusted with the named insured for the account of the owners of the property, EXCEPT THAT THE RIGHT TO ADJUST ANY LOSS WITH THE OWNERS IS RESERVED TO THIS COMPANY AND THE RECEIPTS OF THE OWNERS IN SATISFACTION THEREOF SHALL BE IN FULL SATISFACTION OF ANY CLAIM BY THE NAMED INSURED FOR WHICH PAYMENTS HAVE BEEN MADE.

DEBRIS REMOVAL: This policy covers expense incurred in the removal of debris of the property covered which may be occasioned by loss by a peril not excluded. THE TOTAL AMOUNT RECOVERABLE UNDER THIS POLICY FOR BOTH LOSS TO PROPERTY AND DEBRIS REMOVAL EXPENSE SHALL NOT EXCED THE AMOUNT OF INSURANCE APPLYING TO THE DESCRIBED PROPERTY.

SECTION II-PROPERTY NOT COVERED.

THIS POLICY DOES NOT COVER:

- A. PROPERTY SOLD BY THE NAMED INSURED UNDER CONDITIONAL SALE, TRUST AGREEMENT, INSTALLMENT PAYMENT OR OTHER DEFERRED PAYMENT PLAN, AFTER DELIVERY TO CUSTOMERS.
- B. AIRCRAFT, WATERCRAFT, INCLUDING MOTORS, EQUIPMENT AND ACCES-SORIES (EXCEPT ROWBOATS AND CANDES, WHILE OUT OF WATER AND ON THE DESCRIBED PREMISES). AND AUTOMOBILES, TRAILERS, SEMI-TRAILERS OR ANY SELF-PROPELLED VEHICLES OR MACHINES, EXCEPT SUCH PROPERTY NOT LICENSED FOR USE ON PUBLIC THOROUGHFARES AND OPERATED PRINCI-PALLY ON THE PREMISES OF THE NAMED INSURED.

THIS PROVISION DOES NOT APPLY TO THE FOLLOWING TYPES OF PROPERTY WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED.

- 1. Watercraft (including motors, equipment and accessories) while not afloat:
- 2. Motorcycles, motorscooters and snowmobiles; or
- 3. Trailers designed for use with private passenger vehicles for general utility purposes or carrying boats.

This provision does not apply to the following types of property when manufactured, processed or warehoused by the named insured...

1. Aircraft;

- 2. Watercraft, including motors, equipment and accessories, while
- 3. Automobiles, trailers, semi-trailers or any self-propelled vehicles or machines.

 C. PERSONAL PROPERTY WHILE WATERBORNE.
- D. HOUSEHOLD AND PERSONAL EFFECTS CONTAINED IN LIVING QUARTERS OCCUPIED BY THE NAMED INSURED, ANY OFFICER, DIRECTOR, STOCKHOLDER OR PARTNER OF THE NAMED INSURED OR RELATIVES OF ANY OF THE FORE-GOING, EXCEPT AS PROVIDED IN THE EXTENSIONS OF COVERAGE.
- E. ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY AND SECURITIES.
- F. DUTDOOR SIGNS, WHETHER OR NOT ATTACHED TO A BUILDING OR
- G. GROWING CROPS AND LAWNS.
- H. PROPERTY WHICH IS MORE SPECIFICALLY COVERED IN WHOLE OR IN PART BY THIS OR ANY OTHER CONTRACT OF INSURANCE, EXCEPT FOR THE AMOUNT OF LOSS WHICH IS IN EXCESS OF THE AMOUNT DUE FROM SUCH MORE SPECIFIC INSURANCE.

SECTION III-PROPERTY SUBJECT TO LIMITATIONS

THE FOLLOWING PROPERTY IS SUBJECT TO THESE ADDITIONAL LIMITATIONS:

1. EXCEPT FOR LOSS CAUSED BY THE "SPECIFIED PERILS";

- (A) FUR AND FUR GARMENTS ARE COVERED FOR NOT EXCEEDING LOSS IN THE AGGREGATE OF \$1,000 IN ANY ONE OCCURRENCE FOR ALL CONTRIBUTING INSURANCE.
- (B) JEWELRY AND WATCHES, WATCH MOVEMENTS, JEWELS, PEARLS, PRECIOUS AND SEMI-PRECIOUS STONES, BULLION, GOLD, SILVER, PLATINUM AND OTHER PRECIOUS ALLOYS OR METALS ARE COVERED FOR NOT EXCEEDING LOSS IN THE AGGREGATE OF \$1,000 IN ANY ONE OCCURRENCE FOR ALL CONTRIBUTING INSURANCE. THIS LIMITATION SHALL NOT APPLY TO JEWELRY AND WATCHES VALUED AT \$25 OR LESS PER ITEM.
- (C): PATTERNS, DIES, MOLDS, MODELS AND FORMS ARE COVERED FOR NOT EXCEEDING LOSS IN THE AGGREGATE OF \$1,000 IN ANY ONE OCCURRENCE FOR ALL CONTRIBUTING INSURANCE.
- (D). STAMPS. TICKETS AND LETTERS OF CREDIT ARE COVERED FOR NOT EXCEEDING LOSS IN THE AGGREGATE OF \$250 IN ANY ONE OCCURRENCE FOR ALL CONTRIBUTING INSURANCE.
- 2: VALUABLE PAPERS AND RECORDS MEANING BOOKS OF ACCOUNT, MANU-SCRIPTS, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS AND OTHER RECORDS INCLUDING FILM, 1APE, DISC, DRUM, CELL AND OTHER MAGNETIC. RECORDING OR STORAGE, MEDIA FOR ELECTRONIC DATA PROCESSING, ARE COVERED ONLY AGAINST LOSS CAUSED BY THE "SPECIFIED PERILS".

- 3. ANIMALS AND PETS ARE NOT COVERED, EXCEPT WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED, AND THEN ONLY AGAINST DEATH OR DESTRUCTION DIRECTLY RESULTING, FROM OR MADE NECESSARY BY THE "SPECIFIED PERILS".
- 4. OUTDOOR TREES, SHRUBS AND PLANTS ARE NOT COVERED, EXCEPT WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED, AND THEN ONLY AGAINST DIRECT LOSS BY THE "SPECIFIED PERILS".
- DIRECT LOSS BY THE "SPECIFIED PERILS".

 5. GLASS, GLASSWARE, STATUARY, MARBLES, BRIC-A-BRAC, PORCELAINS AND OTHER ARTICLES OF A FRAGILE OR BRITTLE NATURE ARE COVERED AGAINST LOSS BY BREAKAGE ONLY IF DIRECTLY CAUSED BY THE "SPECIFIED PERILS". THIS LIMITATION SHALL NOT APPLY TO BOTTLES OR SIMILAR CONTAINERS OF PROPERTY FOR SALE, OR SOLD BUT NOT DELIVERED, NOR TO LENSES OF, PHOTOGRAPHIC OR SCIENTIFIC INSTRUMENTS.

 6. STEAM BOILERS, STEAM PIPES, STEAM TURBINES AND STEAM ENGINES ARE NOT COVERED AGAINST LOSS CAUSED BY BURSTING, RUPTURE, CRACK-INCO REPLICED ON ORIGINATING THEREIN OTHER THAN EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN A FIREBOX OR COMBUSTION CHAMBER).
- 7. MACHINES AND MACHINERY ARE NOT COVERED AGAINST LOSS CAUSED BY RUPTURE, BURSTING OR DISINTEGRATION OF THEIR ROTATING OR MOVING PARTS RESULTING FROM CENTRIFUGAL OR RECIPROCATING FORCE.
- THE TERM "SPECIFIED PERILS" SHALL MEAN DIRECT LOSS BY FIRE, LIGHT-NING, AIRCRAFT, EXPLOSION, RIOT, CIVIL COMMOTION, SMOKE, VEHICLES, WINDSTORM OR HAIL TO PROPERTY CONTAINED IN ANY BUILDING, VANDAL-ISM, MALICIOUS MISCHIEF AND LEAKAGE OR ACCIDENTAL DISCHARGE FROM AUTOMATIC FIRE PROTECTIVE SYSTEMS.

3 10.113

SECTION IV-EXTENSIONS OF COVERAGE

Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance. The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

THE TOTAL AMOUNT RECOVERABLE UNDER THE EXTENSIONS OF COVERAGE IN THIS FORM AND EXTENSIONS OF COVERAGE IN ANY OTHER FORM MADE A PART OF THIS POLICY ARE NOT CUMULATIVE AND SHALL NOT EXCEED THE LARGEST AMOUNT RECOVERABLE UNDER ANY SINGLE FORM MADE A PART OF THIS POLICY.

WHEN, IN ACCORDANCE WITH THE OTHER INSURANCE CONDITION, THERE IS CONTRIBUTING INSURANCE, THIS COMPANY SHALL NOT BE LIABLE FOR MORE THAN ITS PRO RATA SHARE OF THE LIMITS SET FORTH IN THE FOLLOWING EXTENSIONS OF COVERAGE.

- A. Property at Newly Acquired Locations: The named Insured may apply up to 10% of the amount of insurance specified for Personal Property of the Insured BUT NOT EXCEEDING \$10,000, to cover direct loss IN ANY ONE OCCURRENCE by a peril not otherwise excluded to such property at any location (EXCEPT-FAIRS AND EXHIBITIONS) acquired by the named insured for similar occupancies or warehousing purposes, elsewhere than at the described premises within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico. THIS COVERAGE SHALL CEASE 30 DAYS FROM THE DATE OF SUCH ACQUISITION OR ON THE DATE VALUES AT SUCH LOCATIONS ARE REPORTED TO THIS COMPANY, OR ON THE EXPIRATION DATE OF THE POLICY, WHICHEVER DCCURS FIRST. ADDITIONAL PREMIUM SHALL BE DUE AND PAYABLE FOR VALUES SO REPORTED FROM THE DATE THE PROPERTY IS ACQUIRED.
- B. Personal Effects: The named insured may apply up to \$500 to cover direct loss IN ANY ONE OCCURRENCE by the perils not otherwise excluded to personal effects while located on the described premises, belonging to the named Insured, officers, partners or employees thereof, AND LIMITED TO \$100 ON PERSONAL EFFECTS OWNED BY ANY ONE INDIVIDUAL. THIS EXTENSION OF COVERAGE DOES NOT APPLY IF THE LOSS IS COVERED BY ANY OTHER INSURANCE, WHETHER COLLECTIBLE OR NOT, OR WHICH WOULD HAVE BEEN COVERED BY SUCH OTHER INSURANCE IN THE ABSENCE OF THIS POLICY, AT THE OPTION OF THIS COMPANY, LOSS UNDER THIS EXTENSION OF COVERAGE MAY BE ADJUSTED WITH AND PAYABLE TO THE NAMED INSURED.
- C. Valuable Papers and Records: The named insured may apply up to \$500 to cover direct loss in any one occurrence by a peril not otherwise excluded to valuable papers and records consisting of books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the named insured at the described premises. THIS EXTENSION OF COVERAGE COVERS DNLY THE COST OF RESEARCH AND OTHER EXPENSE NECESSARILY INCURRED BY THE NAMED INSURED TO REPRODUCE, REPLACE OR RESTORE SUCH VALUABLE PAPERS AND RECORDS. THE TOTAL AMOUNT PAYABLE IN ANY ONE OCCURRENCE UNDER THIS EXTENSION OF COVERAGE SHALL NOT EXCEED THE LIMIT SPECIFIED ABOVE, REGARDLESS OF THE NUMBER OF DESCRIBED LOCATIONS.
- D. Extra Expense: The named Insured may apply up to \$1,000 to cover the necessary extra expense incurred by the named Insured in order to continue as nearly as practicable the normal operations of the named Insured's business immediately following damage by a peril not otherwise excluded under this form to the buildings or personal property situated at the described premises.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operations of the named insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. Any salvage value of property obtained for temporary used during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such part of said buildings or personal property as have been damaged.

THIS COMPANY SHALL NOT BE LIABLE UNDER THIS EXTENSION OF COVERAGE FOR: The second second

- 2. THE COST OF REPAIRING OR REPLACING ANY OF THE DESCRIBED PROPERTY, OR THE COST OF RESEARCH OR OTHER EXPENSE NECESSARY TO REPLACE OR RESTORE BOOKS OF ACCOUNT, MANUSCRIPTS, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS, FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA-FOR ELECTRONIC DATA PROCESSING, AND OTHER RECORDS THAT HAVE BEEN DAMAGED BY A PERIL NOT OTHERWISE-EXCLUDED, EXCEPT COST IN EXCESS OF THE NORMAL COST OF SUCH REPAIR, REPLACEMENT OR RESTORATION NECESSARILY INCURRED FOR THE PURPOSE OF REDUCING THE TOTAL AMOUNT OF EXTRA EXPENSE, IN NO EVENT SHALL SUCH EXCESS EXCEED THE AMOUNT BY WHICH THE TOTAL EXTRA EXPENSE OTHERWISE PAYABLE UNDER THIS EXTENSION OF COVERAGE IS REDUCED; OR
- 3. ANY OTHER CONSEQUENTIAL OR REMOTE LOSS.
- E. Damage to Buildings from Theft, Burglary or Robbery: This policy includes loss (EXCEPT BY FIRE OR EXPLOSION) to that part of the building occupied by the named insured and containing property covered, and to equipment therein pertaining to the service of the building BUT NOT BUILDING PROPERTY OR EQUIPMENT REMOVED FROM PREMISES, DIRECTLY RESULTING FROM THEFT, BURGLARY OR ROBBERY (INCLUDING ATTEMPT THEREAT), PROVIDED THE NAMED INSURED IS THE OWNER OF SUCH BUILDING OR EQUIPMENT OR IS LIABLE FOR SUCH DAMAGE, BUT IN NO EVENT SHALL THIS COVERAGE APPLY TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) OR TO ANY LETTERING OR ORNAMENTATION THERON.
- F. Transportation: The named Insured may apply up to \$1,000 to cover insured personal property (OTHER THAN PROPERTY IN THE CARE, CUSTODY OR CONTROL OF SALESMEN) during transportation by motor vehicles owned, leased or operated by the named Insured for loss in any one occurrence caused by:
 - 1. fire, lightning, windstorm, hail, explosion, smoke, riot, riot attending a strike, civil commotion, vandalism or malicious mischief;
 - collision, overturning or upset of the vehicle; meaning thereby the
 violent and accidental contact of the vehicle conveying the property
 described herein with any other vehicle, or object excluding any loss or
 damage done by coming in contact with any portion of the road bed or
 by means other than as expressly indicated; or
 - by means other data as expressly indicated that a supervised such property is contained in a fully enclosed and securely locked body or compartment and theft results from forcible entry, evidenced by visible marks upon such body or compartment.

This Extension of Coverage covers the above described property while in transit within or between the fifty states of the United States of America, the District of Columbia and Puerto Rico.

G. Non-Gwned Personal Property: The named Insured may apply at each location up to 2% of the amount of insurance specified for Personal Property of the named Insured at such location, BUT NOT EXCEEDING \$2,000, to cover for the account of the owners thereof (OTHER THAN THE NAMED INSURED) direct loss by a peril not otherwise excluded to personal property, similar to that covered by this policy, belonging to others while in the care, custody or control of the named Insured and while (1) in or on the described building(s), or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named Insured for the account of the owners of the property, EXCEPT THAT THE RIGHT TO ADJUST ANY LOSS WITH THE OWNERS IS RESERVED TO THIS COMPANY AND THE RECEIPTS OF THE OWNERS IN SATISFACTION THEREOF SHALL BE IN FULL SATISFACTION OF ANY CLAIM BY THE NAMED INSURED FOR WHICH PAYMENTS HAVE BEEN MADE. AS RESPECTS. PERSONAL PROPERTY BELONGING TO OTHERS, THIS PROVISION SHALL REPLACE ANY LOSS PAYABLE PROVISION OF THIS POLICY.

SECTION V-PERILS INSURED AGAINST

This policy insures against all risks of direct physical loss subject to the provisions and stipulations herein and in the policy of which this form is made are an early some ac-

SECTION VI-EXCLUSIONS

- A. THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST LOSS
 - 1. ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, REPAIR, OR DEMOLITION OF PROPERTY, INCLUDING DEBRIS REMOVAL EXPENSE;
- 2. UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF PROPERTY, OR SHORTAGE OF PROPERTY DISCLOSED ON TAKING INVENTORY;
- 3. ACTUAL WORK UPON, INSTALLATION OR TESTING OF PROPERTY COVERED, FAILURE, BREAKDOWN OR DEFANGEMENT OF MACHINES OR MACHINERY, ERROR, OMISSION OR DEFECIENCY IN DESIGN, SPECIFI-CATIONS, WORKMANSHIP OR MATERIALS; UNLESS LOSS BY FIRE OR

CF 00 14 (Ed. 04 77) -

Page 2 of 4

EXPLOSION NOT OTHERWISE EXCLUDED ENSUES AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS;

- 4. ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLI-ANCES. DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CUR-
- C. THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING: 1 FADTH MOVEMENT INDIVIDUAL TOP THE

EXPLOSION NOT OTHERWISE EXCLUDED ENSUES AND THEN THIS COM-PANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS;

- 4. ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLI-ANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CUR-RENTS ARTIFICIALLY GENERATED UNLESS FIRE AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY LOSS CAUSED BY THE ENSUING LIBE CAUSED BY THE ENSUING FIRE;
- CAUSED BY THE ENSUING FIRE;

 5. LEAKAGE OR OVERFLOW FROM PLUMBING, HEATING, AIR CONDITIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTECTIVE SYSTEMS) CAUSED BY OR RESULTING FROM FREEZING WHILE THE DESCRIBED BUILDING IS VACANT OR UNDOCCUPIED, UNLESS THE NAMED INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINNING HEAT IN THE BUILDINGS OR UNLESS SUCH EQUIPMENT AND APPLIANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY. OR UNOCCUPANCY,
- 6. DELAY, LOSS OF MARKET, INTERRUPTION OF BUSINESS, OR CONSE-QUENTIAL LOSS OF ANY NATURE;
- (A) WEAR AND TEAR, MARRING OR SCRATCHING;
 - (B) DETERIORATION, INHERENT VICE, LATENT DEFECT;
 - (C) RUST, MOLD, WET OR DRY ROT, CONTAMINATION
 - (D) DAMPNESS OR DRYNESS OF ATMOSPHERE, CHANGES IN OR EXTREMES OF TEMPERATURE;
 - (E) SMOG, SMOKE FROM AGRICULTURAL SMUDGING OR IN-DUSTRIAL OPERATIONS; OR
 - (F) BIRDS, VERMIN, RODENTS, INSECTS OR ANIMALS;

UNLESS LOSS BY FIRE, SMOKE (OTHER THAN SMOKE FROM AGRICULTURAL SMUDGING OR INDUSTRIAL OPERATIONS), EXPLOSION, COLLAPSE OF A BUILDING, GLASS BREAKAGE OR WATER NOT OTHERWISE EXCLUDED ENSUES, THEN THIS POLICY SHALL COVER ONLY SUCH FRISHING LOSS:

IF LOSS BY WATER NOT OTHERWISE EXCLUDED ENSUES, THIS POLICY SHALL ALSO COVER THE COST OF TEARING OUT AND REPLACING OF ANY PART OF THE BUILDING COVERED REQUIRED TO EFFECT REPAIRS TO THE PLUMBING, HEATING OR AIR CONDITIONING SYSTEM OR DOMESTIC APPLIANCE BUT EXCLUDING LOSS TO THE SYSTEM OR APPLIANCE FROM WHICH THE WATER ESCAPES;

- WHICH THE WATER ESCAPES;

 8. EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES (EXCEPT DIRECT LOSS RESULTING FROM THE EXPLOSION OF ACCUMULATED GASES OR UNCONSUMED FUEL WITHIN THE FIREBOX, OR COMBUSTION CHAMBER, OF ANY FIRED VESSEL OR WITHIN THE FLUES OR PASSAGES WHICH CONDUCT THE GASES OF COMBUSTION THEREFROM, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE NAMED INSURED OR FOR ANY ENSUING LOSS EXCEPT BY FIRE OR EXPLOSION NOT OTHERWISE EXCLUDED, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS;
- 9. VOLUNTARY PARTING WITH TITLE OR POSSESSION OF ANY PROPERTY BY THE NAMED INSURED OR OTHERS TO WHOM THE PROPERTY MAY BE ENTRUSTED IF INDUCED TO DO SO BY ANY FRAUDULENT SCHEME, TRICK, DEVICE OR FALSE PRETENSE;
- 10. ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT DONE BY OR AT THE INSTIGATION OF ANY INSURED, PARTNER OR JOINT ADVENTURER IN OR OF ANY INSURED, AN OFFICER, DIRECTOR OR TRUSTEE OF ANY INSURED, PILEFRAGE, APPROPRIATION OR CONCEALMENT, OF ANY PROPERTY COVERED DUE TO ANY FRAUDULENT, DISHONEST OR CRIMINAL ACT OF ANY EMPLOYEE WHILE WORKING OR OTHERWISE, OR AGENT OF ANY INSURED, OR ANY PERSON TO WHOM THE PROPERTY COVERED MAY BE ENTRUSTED;
- 11. CONTINUOUS OR REPEATED SEEPAGE OR LEAKAGE OF WATER OR STEAM FROM WITHIN A PLUMBING, HEATING OR AIR CONDITIONING SYSTEM, OR FROM WITHIN A DOMESTIC APPLIANCE WHICH OCCURS OVER A PERIOD OF WEEKS, MONTHS OR YEARS, OR
- 12. RAIN, SNOW, OR SLEET TO PROPERTY IN THE OPEN

B. THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST LOSS CAUSED DIRECTLY OR INDIRECTLY BY THE INTERRUPTION OF POWER OR OTHER UTILITY SERVICE FURNISHED TO THE DESCRIBED PREMISES IF THE INTERRUPTION TAKES PLACE AWAY FROM THE DESCRIBED PREMISES. IF A PERIL NOT OTHERWISE EXCLUDED ENSUES ON THE DESCRIBED PREMISES, THIS COMPANY WILL PAY ONLY FOR LOSS CAUSED, BY THE ENSUING PERIL.

THIS POLICY DOES NOT INSURE UNDER THIS FORM AGAINST LOSS CAUSED , RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING:

1. EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDFLOW, EARTH SINKING, EARTH RISING OR SHIFTING; 2. FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVES OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT; 3. WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS; OR

4. WATER BELOW THE SURFACE OF THE GROUND INCLIDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASKEMENT OR OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS DR FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS FIRE OR EXPLOSION AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY LOSS CAUSED BY THE ENSUING FIRE OR EXPLOSION, BUT THESE EXCLUSIONS SHALL NOT APPLY TO LOSS ARISING

D. WAR RISK AND GOVERNMENTAL ACTION EXCLUSIONS: THIS POLICY SHALL NOT APPLY TO LOSS CAUSED, DIRECTLY OR INDIRECTLY, BY OR DUE TO ANY ACT OR CONDITION INCIDENT TO THE FOLLOWING:

- ANY ACT OR CONDITION INCIDENT TO THE FOLLOWING;

 1. HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTION, IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTION, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY OR MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES, OR (B) BY MILITARY, NAVAL OR AIR FORCES, OR (C) BY AN AGENT OF SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERNMENT, POWER, AUTHORITY OR FORCES;

 2. INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED
- GOVERNMENT, POWER, ADITIONITY ON FORCES;

 2. INSURRECTION, REBELLION, REYOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE; SEIZURE OR DESTRUCTION UNDER OUARANTINE OR CUSTOM'S REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE.

E. NUCLEAR CLAUSE AND NUCLEAR EXCLUSION:

- NUCLEAR CLAUSE AND NUCLEAR EXCLUSION:

 1. NUCLEAR CLAUSE (NOT APPLICABLE IN NEW YORK): THE WORD "FIRE" IN THIS POLICY IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY, HOWEVER, SUBJECT TO THE FORE-GOING AND ALL PROVISIONS OF THIS POLICY, DIRECT LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR REDIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.
- 2. NUCLEAR CLAUSE (APPLICABLE ONLY IN NEW YORK). THIS POLICY DOES NOT COVER LOSS OR DAMAGE CAUSED BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM AN INSURED PERIL UNDER THIS POLICY
- THIS POLICY.

 3. NUCLEAR EXCLUSION (NOT APPLICABLE IN NEW YORK): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTROLLER REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTROLLED, AND ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS POLICY, AND NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, IS NOT "EXPLOSION" OR "SMOKE". THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREWIDER EXCEPT THE PERIL OF FIRE, WHICH IS OTHERWISE PROVIDED FOR IN THE NUCLEAR CLAUSE ABOVE.

SECTION VII—VALUATION

The following bases are established for valuation of property:

- A. THE VALUE OF ALL STOCK ACTUALLY SOLD BUT NOT DELIVERED SHALL BE THE PRICE AT WHICH IT WAS SOLD, LESS ALL DISCOUNTS AND UNINCURRED EXPENSES.
- B. TENANTS' IMPROVEMENTS AND BETTERMENTS:

第二年的開始

- 1. IF REPAIRED OR REPLACED AT THE EXPENSE OF THE NAMED INSURED WITHIN A REASONABLE TIME AFTER LOSS, THE ACTUAL CASH VALUE OF THE DAMAGED OR DESTROYED IMPROVEMENTS AND BETTERMENTS.
- 2. IF NOT REPAIRED OR REPLACED WITHIN A REASONABLE TIME AFTER LOSS, THAT PROPORTION OF THE ORIGINAL COST AT TIME OF INSTALLATION OF THE DAMAGED OR DESTROYED PROPERTY WHICH THE UNEXPIRED TERM OF THE LEASE OR RENTAL AGREEMENT, WHICH THE WIEXPIRED TERM OF THE LEASE OF GRENTAL AGREEMENT, WHICH THE PRETIODS FROM THE DATES SUCH IMPROVEMENTS OR BETTERMENTS WERE MADE TO THE EXPIRATION DATE OF THE LEASE.
- 3. IF REPAIRED OR REPLACED AT THE EXPENSE OF OTHERS FOR THE USE OF THE NAMED INSURED, THERE SHALL BE NO LIABILITY HERE-

C. VALUABLE PAPERS AND RECORDS:

1. BOOKS OF ACCOUNT, MANUSCRIPTS, ABSTRACTS, DRAWINGS, CARD. MOEX SYSTEMS AND OTHER RECORDS (EXCEPT FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING) FOR NOT EXCEEDING THE COST OF BLANK BOOKS, CARDS OR OTHER BLANK MATERIAL PLUS THE ICOST OF LABOR INCURRED BY THE NAMED INSURED FOR TRANSCRIBING OR COPYING SUCH RECORDS.

2. FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING FOR NOT EXCEEDING THE COST OF SUCH MEDIA IN UNEXPOSED OR BLANK FORM.

D. ALL OTHER PROPERTY AT ACTUAL CASH VALUE AT THE TIME OF LOSS, BUT NOT EXCEEDING THE AMOUNT WHICH IT WOULD COST TO REPAIR OR REPLACE THE PROPERTY WITH MATERIAL OF LIKE KIND AND QUALITY WITHIN A REASONABLE TIME AFTER SUCH LOSS, NOR IN ANY EVENT FOR MORE THAN THE INTEREST OF THE NAMED INSURED.

SHALL SELECTION VIII-COINSURANCE CLAUSE

THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS TO THE PROPERTY COVERED THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY FOR SUCH PROPERTY BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE ACTUAL CASH VALUE OF SUCH PROPERTY AT THE TIME OF THE LOSS BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT).

IN THE EVENT THAT THE AGGREGATE CLAIM FOR ANY LOSS IS BOTH LESS THAN \$10,000 AND LESS THAN 5% OF THE TOTAL AMOUNT OF INSURANCE APPLICABLE TO THE PROPERTY INVOLVED AT THE TIME SUCH LOSS OCCURS, NO

SPECIAL INVENTORY OR APPRAISEMENT OF THE UNDAMAGED PROPERTY SHALL BE REQUIRED. PROVIDING THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE THE APPLICATION OF THE FIRST PARAGRAPH OF THIS CLAUSE.

THE VALUE OF PROPERTY COVERED UNDER EXTENSIONS OF COVERAGE, AND THE COST OF THE REMOVAL OF DEBRIS, SHALL NOT BE CONSIDERED IN THE DETERMINATION OF ACTUAL CASH VALUE WHEN APPLYING THE COINSURANCE

- 3. DIVISIBLE CONTRACT CLAUSE: If this policy covers personal property in two or more buildings, the breach of any condition of the policy in any one or more of the buildings containing the property covered shall not prejudice the right to recover for loss occurring in any building containing the property covered, where at the time of loss a breach of condition does not exist.
- 4. INSPECTION OF PROPERTY AND OPERATIONS: This Company and any person or organization making inspections on this Company's behalf shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the-named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- S. LIBERALIZATION: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the named insured hereunder as though such endorsement or substitution of form had been made.
- 6. LOSS CLAUSE: Any loss hereunder shall not reduce the amount of this
- 7. PERMITS AND USE: Except as otherwise provided, permission is granted: Sec. 27.

All the state of the state of

A. to make afterations and repairs;

SECTION IX—DEDUCTIBLE CLAUSE

THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT OF LOSS TO PROPERTY IN ANY ONE OCCURRENCE RESULTING FROM ANY OF THE PERILS INSURED AGAINST. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO PERIL THE OFFICE OF THE INSURANCE.

1. OTHER INSURANCE.

(A) IF AT THE TIME OF LOSS THERE IS OTHER INSURANCE WRITTEN IN THE NAME OF THE INSURANCE UNDER THIS COMPANY SHALL BE LIBBLE FOR ANY COSS THEN THIS COMPANY SHALL BE LIBBLE FOR ANY COSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL KEP AND PROVIDED FOR OUTSING THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE.

(B) IF AT THE TIME OF LOSS, THERE IS OTHER INSURANCE OTHER THAN THAT AS DESCRIBED IN (A), ABOVE, THIS COMPANY SHALL KEP AND PROVIDED SHALL FROM THE ADDITION OF THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE.

(C) THEN FOR ONLY SUCH AMOUNT AS MAY EXCEED THE AMOUNT OF THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE.

(B) IF AT THE PROTECTION OF THE PROPERTY FROM FURTHER DAMAGE.

8. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE NAMED INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS ARE SET FORTH BY ENDORSEMENT HERFTO.

FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.

9. SUBROGATION:

SUBROGATION.

A. In the event of any payment under this policy, this Company shall be subrogated to all the named Insured's rights of recovery against any person or organization: AND THE NAMED INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS: AND PAPERS AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE NAMED INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

B. THIS COMPANY SHALL NOT BE BOUND TO PAY ANY LOSS IF THE NAMED INSURED HAS IMPAIRED ANY RIGHT OF RECOVERY FOR LOSS, however, it is agreed that the named insured may:

1. as respects property while on the premises of the named insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the named insured to recover hereunder, and

2. as respects property in transit, accept such bills of lading.

2. as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

10. NO BENEFIT TO BAILEE: THIS INSURANCE SHALL NOT INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

11. REPORT TO POLICE. WHEN EITHER A LOSS OR OCCURRENCE TAKES PLACE, THE NAMED INSURED SHALL GIVE NOTICE THEREOF TO THE PROPER POLICE AUTHORITY IF LOSS OR OCCURRENCE IS DUE TO A VIOLATION OF A LAW

The second second second



REPLACEMENT COST ENDORSEMENT

CF 04 20

(Ed. 04 77)

This endorsement applies only to item(s) of insurance specified on the first page of this policy or by endorsement as being subject to this Replacement Cost Endorsement.

- 1. In consideration of \$1 and the following Coinsurance Clause being made a part of this policy to apply only to the item(s) to which this endorsement applies, which Coinsurance Clause supersedes and replaces the Coinsurance Clause, if any, otherwise applicable to such item(s), the provisions of this policy applicable only to such item(s) are amended to substitute the term "replacement cost" (without deduction for depreciation) for the term "actual cash value" wherever it appears in this policy, subject, however, in all other respects to the provisions of this endorsement and of the policy to which this endorsement is attached.
- 2. THIS ENDORSEMENT SHALL NOT APPLY TO STOCK (RAW, IN PROCESS OR FINISHED) OR MERCHANDISE, INCLUDING MATERIALS AND SUPPLIES IN CONNECTION THEREWITH, PROPERTY OF OTHERS, HOUSEHOLD FURNITURE OR RESIDENTIAL CONTENTS; OR TO MANUSCRIPTS; OR TO PAINTINGS, ETCHINGS, PICTURES, TAPESTRIES, STATUARY, MARBLES, BRONZES, ANTIQUE FURNITURE, RARE BOOKS, ANTIQUE SILVER, PORCELAINS, RARE GLASSWARE AND BRIC-ABRAC, OR OTHER ARTICLES OF ART, RARITY OR ANTIQUITY.
- 3. THIS COMPANY SHALL NOT BE LIABLE UNDER THIS ENDORSEMENT FOR ANY LOSS-
 - A. OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, REPAIR OR DEMOLITION OF PROPERTY UNLESS SUCH LIABILITY HAS BEEN SPECIFICALLY ASSUMED UNDER THIS POLICY;
 - B. UNLESS AND UNTIL THE DAMAGED OR DESTROYED PROPERTY IS ACTUALLY REPAIRED OR REPLACED BY THE INSURED WITH DUE DILIGENCE AND DISPATCH.
- 4. COINSURANCE CLAUSE: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS TO THE PROPERTY COVERED THAN THE AMOUNT OF INSURANCE UNDER THIS POLICY FOR SUCH PROPERTY BEARS TO THE AMOUNT PRODUCED BY MULTIPLYING THE REPLACEMENT COST (WITHOUT DEDUCTION FOR DEPRECIATION) OF SUCH PROPERTY AT THE TIME OF THE LOSS BY THE COINSURANCE PERCENTAGE APPLICABLE (SPECIFIED ON THE FIRST PAGE OF THIS POLICY, OR BY ENDORSEMENT), NOR FOR MORE THAN THE PROPORTION WHICH THIS POLICY BEARS TO THE TOTAL INSURANCE THEREON.

IN THE EVENT THAT THE AGGREGATE CLAIM FOR ANY LOSS IS BOTH LESS THAN \$10,000 AND LESS THAN 5% OF THE TOTAL AMOUNT OF INSURANCE APPLICABLE TO THE PROPERTY INVOLVED AT THE TIME SUCH LOSS OCCURS, NO SPECIAL INVENTORY OR APPRAISEMENT OF THE UNDAMAGED PROPERTY SHALL BE REQUIRED, PROVIDING, THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE APPLICATION OF THE FIRST PARAGRAPH OF THIS CLAUSE.

If the coverage under this policy be divided into two or more items, the foregoing shall apply separately to each item to which this endorsement applies.

- 5. THE INSURED MAY ELECT TO MAKE CLAIM UNDER THIS POLICY IN ACCORDANCE WITH ITS PROVISIONS, DISREGARDING THIS ENDORSEMENT, EXCEPT THAT THE FOREGOING COINSURANCE CLAUSE APPLICABLE TO THE REPLACEMENT COST OF SAID PROPERTY SHALL APPLY; AND THE INSURED MAY MAKE FURTHER CLAIM FOR ANY ADDITIONAL LIABILITY BROUGHT ABOUT BY THIS ENDORSEMENT IN ACCORDANCE WITH ITS PROVISIONS, PROVIDED THIS COMPANY IS NOTIFIED IN WRITING WITHIN 180 DAYS AFTER LOSS OF THE INSURED'S INTENT TO MAKE SUCH FURTHER CLAIM.
- 6. THIS COMPANY'S LIABILITY FOR LOSS ON A REPLACEMENT COST BASIS SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING AMOUNTS:
 - A. THE AMOUNT OF THIS POLICY APPLICABLE TO THE DAMAGED OR DESTROYED PROPERTY;
 - B. THE REPLACEMENT COST OF THE PROPERTY OR ANY PART THEREOF IDENTICAL WITH SUCH PROPERTY ON THE SAME PREMISES AND INTENDED FOR THE SAME OCCUPANCY AND USE; OR
 - C. THE AMOUNT ACTUALLY AND NECESSARILY EXPENDED IN REPAIRING OR REPLACING SAID PROPERTY OR ANY PART THEREOF.
- 7. APPORTIONMENT CLAUSE: THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY INCLUDING THIS ENDORSEMENT FOR A GREATER PROPORTION OF ANY LOSS THAN THE AMOUNT OF THIS POLICY APPLYING TO THE PROPERTY TO WHICH THIS ENDORSEMENT APPLIES BEARS TO THE TOTAL AMOUNT OF INSURANCE ON SUCH PROPERTY AGAINST THE PERIL INVOLVED, WHETHER OR NOT SUCH OTHER INSURANCE INCLUDES THE EXTENSION OF COVERAGE PROVIDED UNDER THIS ENDORSEMENT, AND WHETHER SUCH OTHER INSURANCE IS COLLECTIBLE OR NOT.
- 8. If the coverage on property under this policy be divided into two or more items, all of the foregoing shall apply separately to each item to which this endorsement applies.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

CF 04 20 (Ed. 04 77)

A BAREA

AUTOMATIC INCREASE IN INSURANCE ENDORSEMENT

CF 12 15 (Ed. 04 77)

COMPANY	POLICY NO.		AGENCY
	PYA 15	45 15	
The amount of insurance (exclusive of this en below of such amounts at the end of each perio	dorsement) applicable to the ite d of three months after the incep	ms of this policy shall tion date of this policy	be automatically increased by the percentage specified.
· —	2%	Building(s)	
_	%	Personal Property o	f the Insured
	<u></u> %	Personal Property o	f Others
This endorsement applies to all such items c WHICH EVENT THIS ENDORSEMENT SHALL AP	overed under this policy UNLES: PLY ONLY TO THOSE ITEMS DESC	S SPECIFIC ITEMS ARI CRIBED BELOW:	E DESCRIBED IN THE SCHEDULE OF ITEMS BELOW, IN
	SCHEDULE	OF ITEMS	
Item No.	-	Location	

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

CF 12 15 (Ed. 04 77)

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 74 of 104

LOSS DEDUCTIBLE CLAUSE

ROYAL-GLOBE INSURANCE COMPANIES

In consideration of the reduced premium at which this policy is written any deductible clause which may be made a part of any form or endorsement attached to and made a part of Section I of this policy is deleted and the following substituted therefor:

With respect to loss by any of the perils insured against this company shall be liable only for the amount of loss which exceeds \$100. This deductible clause shall apply separately (a) to each building or structure including contents or other property therein, (b) to contents or other personal property covered hereunder which are within a building or structure not covered hereunder and (c) to personal property in the open including property on railroad cars, vehicles and platforms.

81005

S.F. FORM

FORM 99 (Oct. 1968)



CERTIFICATE OF INSURANCE

Certificate issued to BANK OF AMERICA IIO E. WEBER STOCKTON, CALIFORNIA Name and address of Insured STOCKTON PLATING, INC., ETAL. 632 SO. EL DORADO STREET STOCKTON, CALIFORNIA				
Perils insured [X] Fire and I [X] Extended [X] Vandalism	ightning	☐ Sprinkler Leakage X ALL RISK	\$100.00 deduce EACH LOS	ctible, applying to
	roperty covered SCHEDULE OF LOCATIONS	ATTACHED		
Policy Number	Insurer	Term To	Coverage & Locations	Amount of Insurance
PYA154515	ROYAL GLOBE INS. CO.	4/1/79 4/1/82	BL-B-A	555,000.
		"Notwithstanding any re- contact or other documen is issued, the insurance o certificate is subject to al	with respect to which the forded by the policies li	e certificula
BL—Bla R —Rep sho	ecific insurance inket insurance porting form—amount of ins. wn is limit of liability for all tributing insurance	B —Building(s) BE —Building(s) & Equ E —Equipment ES —Equipment & Stook	ipment 2— 3— k 4—	-Location #1 -Location #2 -Location #3 -Location #4 -All locations
Mortgag Lenders cancella Other pa	gee Clause (requires 10 day writt Loss Payable Endorsement (potion is received by lender) ayee clause (copy attached to this stain clause indicated above. Los nless otherwise noted below.	olicy continues in force 10 s Certificate)) days after writ	

I certify that the above described policies exist and cover only in accordance with the policy terms.

ROLLINS, BURDICK, HUNTER OF NO. CALIF., STOCKTON, CALIF. 4/1/79

ROYAL GLOBE INS. CO., 2422 ARDEN WAY, SACRAMENTO, CALIFORNIA 95825

THIS CERTIFICATE IS FOR INFORMATION ONLY; IT IS NOT A CONTRACT OF INSURANCE BUT ATTESTS THAT A POLICY AS NUMBERED HEREIN, AND AS IT STANDS AT THE DATE OF THIS CERTIFICATE. HAS BEEN ISSUED BY THE INSURER.

S.F. FORM

Form 438BFU NS (Rev. May 1, 1942) X

LENDER'S LOSS PAYABLE ENDORSEMENT

- 1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
- 2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
- 4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
- 5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
- 6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
- 7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- 9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific, California Bankers' Association, Committee on Insurance.

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 77 of 104

SOANT-CTOP	CHANGE AND ATTACHING CLAUSE ENDORS	ROYA	AL-GLOBE INSU	RANCE COMPANIES				
MSURANCE	This endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.	SIGNED BY FOLIAS By	BURDICK HEATER OF HA	RTHERN CALFORNA	BELIEVE FRUKERS			
	policy baseline ellective.			AUTHORIZED REPRESENTATIVE				
NAME OF COMP	ANY	END. EFF. C	PATE (MO., DAY, YR.)	POLICY SYMBOL	& NUMBER 45 15			
NAMED INSURE) (AND ADDRESS, ZIP CODE WHEN NECESSARY FOR MAILING)		PRODUCER (AND ADDRESS,	, ZIP CODE, FOR M	AILING)			
_			L					

TIME OF ATTACHMENT

If coverages in the endorsement(s) listed below replace coverages in other policies which terminate at 12:01 A.M. on the inception date of this (these) endorsement(s), this (these) endorsement(s) shall be construed to attach at 12:01 A.M. Standard Time, on its (their) inception date as respects such replaced coverages only, instead of at Noon, Standard Time.

The Policy Part

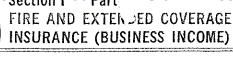
is amended as follows:

NAMED INSURED ENDORSEMENT:

NAMED INSURED: STOCKTON PLATING, INC., AND NICK J. SMITH AND AUDREY SMITH, HUSBAND AND WIFE AS JOINT TENANTS, AND RICHARD L. LELAND AND SHARON LELAND, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED ONE-HALF $(\frac{1}{2})$ INTEREST.

		PREMIUM RECAPITULA	ATION	
D 1 C	d F# - Aliva Data a	ADDITIONAL PREMIUM	RETURN PREMIUM	
Due at End	dorsement Effective Date >	\$	\$	
DATES DUE	ORIGINAL INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENT
				DENIORD INCTALLARENT
DATES DUE	ORIGINAL INSTALLMENTS	INCREASE \$	DECREASE \$	REVISED INSTALLMENT
DATES DUE \$	ORIGINAL INSTALLMENTS	INCREASE \$	DECREASE \$	REVISED INSTALLMENT
DATES DUE \$	ORIGINAL INSTALLMENTS	INCREASE \$ \$	DECREASE \$ \$	REVISED INSTALLMENT. \$ \$ \$

Case 21-CY-00327 WBS-JDP Document 1-1 Filed 03/03/21 Page 78 of 104



ROYAL-GLOBE INSURANCE COMPANIES

SCHEDULE OF ITEMS

. COINS.	/	√₀		2CHEDOLE OF LIEW2
SITUATES: 642 SO. EL DORADO ST. 632 SO. EL DORADO ST. ADJ. REAR 632 SO EL DORADO ST. 632½ SO. EL DORADO ST. 632½ SO. EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50¹ OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO. EL DORADO ST. 40¹ W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30¹ E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND	TEM NO.	AMOUNT OF INSURANCE	% OF COINS.	DESCRIPTION AND LOCATION OF PROPERTY COVERED
632 SO. EL DORADO ST. ADJ. REAR 632 SO EL DORADO ST. 632½ SO. EL DORADO ST. 632½ SO. EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50¹ OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO. EL DORADO ST. 40¹ W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30¹ E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND	ı	85,000.	60) 80, 80	BLANKET EXTRA EXPENSE, 40-80-100%.
ADJ. REAR 632 SO EL DORADO ST. 632½ SO. EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				SITUATES: 642 SO. EL DORADO ST.
632½ SO. EL DORADO ST. 632½ SO. EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				632 SO. EL DORADO ST.
632½ SO. EL DORADO ST. REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				ADJ. REAR 632 SO EL DORADO ST.
REAR 642 SO EL DORADO ST. WEST OF 642 SO. EL DORADO ST. WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				6324 SO. EL DORADO ST.
WEST OF 642 SO. EL DORADO ST. WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO. EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				632½ SO, EL DORADO ST.
WEST 50' OF 642 SO. EL DORADO ST. ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				REAR 642 SO EL DORADO ST.
ADJ. LEFT OF 642 SO EL DORADO ST. 40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				WEST OF 642 SO. EL DORADO ST.
40' W. OF 642 SO. EL DORADO ST. 104 E. SCOTTS 30' E. OF 104 E. SCOTTS ALL IN STOCKTON, CALIF, AND				WEST 50' OF 642 SO. EL DORADO ST.
104 E. SCOTTS 30 E. OF 104 E. SCOTTS ALL IN STOCKTON, CALIF, AND				ADJ. LEFT OF 642 SO EL DORADO ST.
30' E. OF 104 E. SCOTTS ALL IN STOCKTON. CALIF. AND				40' W. OF 642 SO. EL DORADO ST.
ALL IN STOCKTON, CALIF, AND		į		104 E. SCOTTS
ALL IN STOCKTON, CALIF. AND Capital Plating 319 3RD ST., BRODERICK, CALIFORNIA				30' E. OF 104 E. SCOTTS
				Capital Plating 319 3RD ST., BRODERICK, CALIFORNIA
			ļ	
			A diversi	

SUBJECT TO THE FOLLOWING FORMS ATTACHED HERETO:

EXTRA EXPENSE INSURANCE

CF 15 06 (Ed. 04 77)

Insurance applies to this item(s) only when "Extra Expense" and a specific amount are specified therefor in this policy and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

SECTION I-DESCRIPTION OF COVERAGE

- This policy covers the necessary Extra Expense, as hereinafter defined, incurred by the Insured in order to continue as nearly as practicable the normal operation of the insured's business following damage to or destruction of real or personal property, by the peril(s) insured against during the term of this policy, which property is on premises occupied by the Insured and situated as herein described.
- 2. In the event of such damage or destruction, this Company shall be liable for such necessary Extra Expense incurred FOR ONLY SUCH LENGTH OF TIME, HEREINAFTER REFERRED TO AS THE "PERIOD OF RESTORATION", AS WOULD BE REQUIRED WITH THE EXERCISE OF DUE DILIGENCE AND DISPATCH TO REBUILD, REPAIR OR REPLACE SUCH PART OF THE PROPERTY HEREIN DESCRIBED AS HAS BEEN DAMAGED OR DESTROYED, COMMENCING WITH THE DATE OF DAMAGE OR DESTRUCTION AND NOT LIMITED BY THE DATE OF EXPIRATION OF THIS POLICY. EXPIRATION OF THIS POLICY.
- 3. RESUMPTION OF OPERATIONS: IT IS A CONDITION OF THIS INSURANCE THAT AS SOON AS PRACTICABLE THE INSURED SHALL RESUME NORMAL OPERATION OF THE BUSINESS AND SHALL DISPENSE WITH SUCH EXTRA EXPENSE.
- 4. Extra Expense: The term "Extra Expense", wherever used in this form, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.
- 5. Definitions: The following terms wherever used in this contract shall
 - "Month"—thirty consecutive days.
 - "Normal"-the condition that would have existed had no loss occurred.

SECTION II-EXTENSIONS OF COVERAGE

1. Alterations and New Buildings: Permission granted to make altera-1. Alterations and New Buildings: Permission granted to make alterations in or to construct additions to any building described and to construct new buildings on the described premises. This policy is extended to cover, subject to all its provisions and stipulations, Extra Expense resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied, provided that, in the event of damage to or destruction of such property (including building materials, supplies; machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the Insured, the length of time for which this Company shall be liable shall be determined as otherwise provided herein BUT SUCH DETERMINED LENGTH OF TIME SHALL BE APPLIED AND THE LOSS HEREUNDER CALCULATED FROM THE DATE THAT BUSINESS OPERATIONS WOULD HAVE BEGUN HAD NO DAMAGE OR DESTRUCTION OCCURRED.

This clause does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy.

2. Interruption by Civil Authority: This policy is extended to include necessary Extra Expense incurred by the Insured as covered hereunder during the length of time, NOT EXCEEDING 2 CONSECUTIVE WEEKS, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority.

SECTION III-LIMIT OF LIABILITY

化设置电影机 经股份

THE LIMIT OF LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THAT PERCENTAGE OF THE AMOUNT OF THIS POLICY WHICH IS STATED BELOW FOR THE DETERMINED PERIOD OF RESTORATION:

40% WHEN THE PERIOD OF RESTORATION IS NOT IN EXCESS OF ONE MONTH;

80% WHEN THE PERIOD OF RESTORATION IS IN EXCESS OF ONE MONTH, BUT NOT IN EXCESS OF TWO MONTHS, OR

100% WHEN THE PERIOD OF RESTORATION IS IN EXCESS OF TWO MONTHS.

SECTION IV-LIMITATIONS AND EXCLUSIONS

- 1. ELECTRICAL APPARATUS: THIS COMPANY SHALL NOT BE LIABLE FOR ANY EXTRA EXPENSE RESULTING FROM ANY ELECTRICAL INJURY OR DISTURBANCE TO ELECTRICAL APPLIANCES, DEVICES, FIXTURES OR WIRING CAUSED BY ELECTRICAL CURRENTS ARTIFICIALLY GENERATED UNLESS FIRE AS INSURED AGAINST ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY ITS PROPORTION OF EXTRA EXPENSE CAUSED BY THE ENSUING FIRE.
- 2. NUCLEAR CLAUSE (NOT APPLICABLE IN NEW YORK): THE WORD "FIRE" IN THIS POLICY OR ENDORSEMENTS ATTACHED HERETO IS NOT INTENDED TO AND DOES NOT EMBRACE NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, AND LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS NOT INTENDED TO BE AND IS NOT INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY "FIRE" OR ANY OTHER PERILS INSURED AGAINST BY THIS POLICY OR SAID ENDORSEMENTS; HOWEVER, SUBJECT TO THE FOREGOING AND ALL PROVISIONS OF THIS POLICY, LOSS BY "FIRE" RESULTING FROM NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION IS INSURED AGAINST BY THIS POLICY.
- 3. Nuclear Clause (Applicable in New York): This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

- SPECIAL EXCLUSIONS AND LIMITATIONS: THIS COMPANY SHALL NOT BE LIABLE FOR ANY EXTRA EXPENSE RESULTING FROM:
 - ENFORCEMENT OF ANY ORDINANCE OR LAW REGULATING THE USE, CONSTRUCTION, REPAIR OR DEMOLITION OF PROPERTY; OR
 - B. INTERFERENCE AT THE DESCRIBED PREMISES, BY STRIKERS OR OTHER PERSONS, WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY OR WITH THE RESUMPTION OR CONTINUATION OF BUSINESS;

NOR SHALL THIS COMPANY BE LIABLE FOR:

- C. LOSS OF INCOME:
- C. LOSS OF INCOME;

 D. THE COST OF REPAIRING OR REPLACING ANY OF THE REAL OR PERSONAL PROPERTY HEREIN DESCRIBED, OR THE COST OF RESEARCH OR OTHER EXPENSE NECESSARY TO REPLACE OR RESTORE DAMAGED OR DESTROYED BOOKS OF ACCOUNT, ABSTRACTS, DRAWINGS, CARD INDEX SYSTEMS OR OTHER RECORDS (INCLUDING FILM, TAPE, DISC, DRUM, CELL AND OTHER MAGNETIC RECORDING OR STORAGE MEDIA FOR ELECTRONIC DATA PROCESSING), THAT HAVE BEEN DAMAGED OR DESTROYED BY THE PERIL(S) INSURED AGAINST, EXCEPT COST IN EXCESS OF THE NORMAL COST OF SUCH REPAIR, REPLACEMENT OR RESTORATION NECESSARILY INCURRED FOR THE PURPOSE OF REDUCING LOSS UNDER THIS POLICY. IN NO EVENT SHALL SUCH EXCESS COST EXCEED THE AMOUNT BY WHICH THE TOTAL EXTRA EXPENSE LOSS OTHERWISE PAYABLE UNDER THIS POLICY IS HEREBY REDUCED; OR
- E. ANY OTHER CONSEQUENTIAL OR REMOTE LOSS.

Case 2:21-cv-0039320/136NJDP_officeningagtyls10NSiled 03/03/21 Page 80 of 104

- Control of Property: This insurance shall not be prejudiced by any act or neglect of any person (other than the Insured), when such act or neglect is not within the control of the Insured.
- 2. Divisible Contract Clause: If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition or warranty of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition or warranty does not exist.
- 3. Inspection of Property and Operations: This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- 4. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.
- 5. Loss Clause: Any loss hereunder shall not reduce the amount of this policy.
- 6. OTHER INSURANCE: IT IS A CONDITION OF THIS INSURANCE THAT IF AT THE TIME OF DAMAGE OR DESTRUCTION THERE ARE OTHER KINDS OF INSURANCE WHICH COVER IN ANY MANNER EXTRA EXPENSE AS COVERED BY THIS POLICY, THEN THIS INSURANCE SHALL APPLY ONLY AS EXCESS INSURANCE AND IN NO EVENT AS CONTRIBUTING INSURANCE, AND THEN ONLY TO THE AMOUNT OF EXTRA EXPENSE OVER AND ABOVE THE AMOUNT DUE THE INSURED UNDER SUCH OTHER FORMS OF INSURANCE. IN NO EVENT, HOWEVER, SHALL THE LIABILITY HEREUNDER EXCEED THE AMOUNT OF THIS POLICY NOR A GREATER PROPORTION OF ANY LOSS THAN THE INSURANCE HEREUNDER SHALL BEAR TO ALL INSURANCE OF THE SAME KIND, WHETHER COLLECTIBLE OR NOT.
- 7. PROTECTIVE SAFEGUARDS: IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED SHALL MAINTAIN SO FAR AS IS WITHIN HIS CONTROL SUCH PROTECTIVE SAFEGUARDS AS ARE SET FORTH BY ENDORSEMENT HERETO.

FAILURE TO MAINTAIN SUCH PROTECTIVE SAFEGUARDS SHALL SUSPEND THIS INSURANCE, ONLY AS RESPECTS THE LOCATION OR SITUATION AFFECTED, FOR THE TIME OF SUCH DISCONTINUANCE.

8. REQUIREMENTS IN CASE LOSS OCCURS:

- A. THE INSURED SHALL GIVE IMMEDIATE WRITTEN NOTICE TO THIS COMPANY OF ANY EXTRA EXPENSE AS COVERED BY THIS POLICY AND PROTECT THE PROPERTY FROM FURTHER DAMAGE THAT MIGHT RESULT IN EXTENSION OF THE PERIOD OF RESTORATION; AND WITHIN 60 DAYS FOLLOWING THE DATE OF DAMAGE TO OR DESTRUCTION OF THE REAL OR PERSONAL PROPERTY DESCRIBED, UNLESS SUCH TIME IS EXTENDED IN WRITING BY THIS COMPANY, THE INSURED SHALL RENDER TO THIS COMPANY A PROOF OF LOSS, SIGNED AND SWORN TO BY THE INSURED, STATING THE KNOWLEDGE AND BELIEF OF THE INSURED AS TO THE FOLLOWING:
 - (1) THE TIME AND ORIGIN OF THE PROPERTY DAMAGE OR DESTRUCTION CAUSING THE EXTRA EXPENSE AS COVERED BY THIS POLICY.
 - (2) THE INTEREST OF THE INSURED AND OF ALL OTHERS IN THE BUSINESS,
 - (3) ALL OTHER CONTRACTS OF INSURANCE, WHETHER VALID OR NOT, COVERING IN ANY MANNER THE LOSS INSURED AGAINST BY THIS POLICY,
 - (4) ANY CHANGES IN THE TITLE, NATURE, LOCATION, ENCUMBRANCE OR POSSESSION OF SAID BUSINESS SINCE THE ISSUING OF THIS POLICY, AND
 - (5) BY WHOM AND FOR WHAT PURPOSE ANY BUILDING HEREIN DESCRIBED AND THE SEVERAL PARTS THEREOF WERE OCCUPIED AT THE TIME OF DAMAGE OR DESTRUCTION.

AND SHALL FURNISH A COPY OF ALL THE DESCRIPTIONS AND SCHED-ULES IN ALL POLICIES, AND THE ACTUAL AMOUNT OF EXTRA EXPENSE LOSS CLAIMED, ACCOMPANIED BY DETAILED EXHIBITS OF ALL VALUES, COSTS AND ESTIMATES UPON WHICH SUCH AMOUNTS ARE BASED.

- B. THE INSURED, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL EXHIBIT TO ANY PERSON DESIGNATED BY THIS COMPANY ALL THAT REMAINS OF ANY PERSON DESIGNATED BY THIS COMPANY THAT REMAINS OF ANY PROPERTY HEREIN DESCRIBED, AND SUBMIT TO EXAMINATIONS UNDER OATH BY ANY PERSON NAMED BY THIS COMPANY, AND SUBSCRIBE THE SAME; AND, AS OFTEN AS MAY BE REASONABLY REQUIRED, SHALL PRODUCE FOR EXAMINATION ALL BOOKS OF ACCOUNT, BILLS, INVOICES AND OTHER VOUCHERS, OR CERTIFIED COPIES THEREOF IF ORIGINALS BE LOST, AT SUCH REASONABLE TIME AND PLACE AS MAY BE DESIGNATED BY THIS COMPANY OR ITS REPRESENTATIVE, AND SHALL PERMIT EXTRACTS AND COPIES THEREOF TO BE MADE.
- Subrogation Clause: This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described.

CF 15 06 (Ed. 04 77)

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 81 of 104



EXTENDED COVERAGE ENDORSEMENT

(PERILS OF WINDSTORM, HAIL, SMOKE, EXPLOSION, RIOT, RIOT ATTENDING A STRIKE, CIVIL COMMOTION, AIRCRAFT AND VEHICLES)

CF 10 01

(Ed. 04 77)

This policy is extended to insure against direct loss by Windstorm, Hail, Smoke, Explosion, Riot, Riot Attending A Strike, Civil Commotion, Aircraft and Vehicles as hereinafter provided, ONLY WHEN PREMIUM FOR EXTENDED COVERAGE IS SHOWN ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT.

SECTION I-PERILS INSURED AGAINST

- 1. **WINDSTORM OR HAIL, EXCLUDING LOSS CAUSED DIRECTLY OR INDI-**RECTLY BY FROST OR COLD WEATHER, OR ICE (OTHER THAN HAIL), SNOW OR SLEET, WHETHER DRIVEN BY WIND OR NOT.
 - THIS COMPANY SHALL NOT BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN CAUSED:
 - (1) BY RAIN, SNOW, SAND OR DUST, WHETHER DRIVEN BY WIND OR NOT, UNLESS THE BUILDING(S) COVERED OR CONTAINING THE PROPERTY COVERED SHALL FIRST SUSTAIN AN ACTUAL DAMAGE TO ROOF OR WALLS BY THE DIRECT ACTION OF WIND OR HAIL AND THEN SHALL BE LIABLE FOR LOSS TO THE INTERIOR OF THE BUILDING(S) OR THE PROPERTY COVERED THEREIN AS MAY BE CAUSED BY RAIN, SNOW, SAND OR DUST ENTERING THE BUILDING(S) THROUGH OPENINGS IN THE ROOF OR WALLS MADE BY DIRECT ACTION OF WIND OR HAIL, OR (2) BY WATER FROM SPRINKLER EQUIPMENT OR FROM OTHER PIPING, UNLESS SUCH EQUIPMENT OR PIPING BE DAMAGED AS A DIRECT RESULT OF WIND OR HAIL.
 - B. THIS COMPANY SHALL NOT BE LIABLE FOR WINDSTORM OR HAIL DAMAGE TO THE FOLLOWING PROPERTY:
 - (1) WINDMILLS, WIND PUMPS OR THEIR TOWERS;
 - (2) CROP SILOS OR THEIR CONTENTS;
 - (3) METAL SMOKESTACKS; OR
 - (4) WHEN OUTSIDE OF BUILDINGS,
 - (A) GRAIN, HAY, STRAW OR OTHER CROPS,
 - (B) LAWNS, TREES, SHRUBS OR PLANTS,
 - (C) AWNINGS OF FABRIC OR SLAT CONSTRUCTION, CANO-PIES OF FABRIC OR SLAT CONSTRUCTION, INCLUDING THEIR SUPPORTS,
 - (D) SIGNS OR RADIO OR TELEVISION ANTENNAS, INCLUDING THEIR LEAD-IN WIRING, MASTS OR TOWERS
- 2. SMOKE, meaning sudden and accidental damage from smoke, OTHER THAN SMOKE FROM AGRICULTURAL SMUDGING OR INDUSTRIAL OPERATIONS.
- 3. **EXPLOSION**, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.
 - A. THIS COMPANY SHALL NOT BE LIABLE FOR LOSS BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY OR OPERATED UNDER THE CONTROL OF THE INSURED.

- B. THE FOLLOWING ARE NOT EXPLOSIONS WITHIN THE INTENT OR MEANING OF THESE PROVISIONS:
 - (1) SHOCK WAVES CAUSED BY AIRCRAFT, GENERALLY KNOWN AS "SONIC BOOM",
 - (2) ELECTRIC ARCING,
 - (3) RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN,
 - (4) WATER HAMMER,
 - (5) RUPTURE OR BURSTING OF WATER PIPES,
 - (6) RUPTURE OR BURSTING DUE TO EXPANSION OR SWELLING OF THE CONTENTS OF ANY BUILDING OR STRUCTURE, CAUSED BY OR RESULTING FROM WATER,
 - (7) RUPTURE, BURSTING OR OPERATION OF PRESSURE RELIEF DEVICES.
- 4. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOTION, including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at and include direct loss from pinage and noting occurring during and attending as strike or civil commotion. This company shall not be liable for loss resulting from damage to or destruction of property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.
- AIRCRAFT OR VEHICLES, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.
- THIS COMPANY SHALL NOT BE LIABLE FOR LOSS:
 - (1) BY ANY VEHICLE OWNED OR OPERATED BY AN INSURED OR BY ANY TENANT OF THE DESCRIBED PREMISES:
 - BY ANY VEHICLE TO FENCES, DRIVEWAYS, WALKS, OR WHEN OUT-SIDE OF BUILDINGS, TO LAWNS, TREES, SHRUBS OR PLANTS;
 - (3) TO ANY AIRCRAFT OR VEHICLE INCLUDING ITS CONTENTS OTHER THAN STOCKS OF AIRCRAFT OR VEHICLES IN PROCESS OF MANUFAC-TURE OR FOR SALE.

The word "vehicles", means vehicles running on land or tracks but not aircraft. The word "aircraft", shalf include self-propelled missiles and spacecraft.

SECTION II—GENERAL EXCLUSIONS—OTHER PROVISIONS

- 1. NUCLEAR EXCLUSION (NOT APPLICABLE IN NEW YORK): THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE AND LIGHTNING. WHICH ARE OTHERWISE PROVIDED FOR IN THIS POL-FIRE AND LIGHTNING, WHICH ARE OTHERWISE PROVIDED FOR IN THIS POLICY): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS POLICY, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY ANY OF THE PERILS INSURED AGAINST BY THIS ENDORSEMENT; AND NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, IS NOT "EXPLOSION" OR "SMOKE".
- 2. WATER EXCLUSION: THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING:
 - A. FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;
 - B. WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;
 - C. WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS, OR ANY OTHER OPENING IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

unless fire or explosion as insured against ensues, and then this COMPANY SHALL BE LIABLE FOR ONLY ITS PROPORTION OF LOSS CAUSED BY THE ENSUING FIRE OR EXPLOSION.

- 3. WAR RISK (THIS CLAUSE APPLIES TO ALL PERILS INSURED AGAINST HEREUNDER EXCEPT THE PERILS OF FIRE, LIGHTNING AND REMOVAL WHICH ARE OTHERWISE PROVIDED FOR IN THIS POLICY): THIS COMPANY SHALL NOT BE LIABLE FOR LOSS CAUSED DIRECTLY OR INDIRECTLY BY:
 - A. HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK,
 - (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR
 - (2) BY MILITARY, NAVAL OR AIR FORCES; OR
 - (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES, IT BEING UNDERSTOOD THAT ANY DISCHARGE, EXPLOSION OR USE OF ANY WEAPON OF WAR EMPLOYING NUCLEAR FISSION OR FUSION SHALL BE CONCLUSIVELY PRESUMED TO BE SUCH A HOSTILE OR WARLIKE ACTION BY SUCH A GOVERN-MENT, POWER, AUTHORITY OR FORCES:
 - B. INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH AN OCCURRENCE.
- 4. OTHER PROVISIONS: THIS ENDORSEMENT DOES NOT INCREASE THE AMOUNT(S) OF INSURANCE PROVIDED IN THIS POLICY.
- If this policy covers on two or more items, the provisions of this endorsement shall apply to each item separately.
- 5. APPORTIONMENT: THIS COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF THE DEDUCTIBLE, IF ANY,

Case 2:21-cv-00397-WBS-JDP

Case 2:21-cv-00397-WBS-JDP FROM ANY PERIL OR PERILS INCLUDED IN THIS POLICY THAN (A) THE AMOUNT OF INSURANCE UNDER THE POLICY BEARS TO THE WHOLE AMOUNT OF FIRE INSURANCE COVERING THE PROPERTY, OR WHICH WOULD HAVE COVERED THE PROPERTY EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, WHETHER COLLECTIBLE OR NOT, AND WHETHER OR NOT SUCH OTHER FIRE INSURANCE COVERS AGAINST THE ADDITIONAL PERIL OR PERILS INSURED AGAINST HERE-UNDER, NOR (B) FOR A GREATER PROPORTION OF ANY LOSS LESS THE AMOUNT OF THE DEDUCTIBLE, IF ANY, THAN THE AMOUNT HEREBY INSURED BEARS TO ALL INSURANCE, WHETHER COLLECTIBLE OR NOT, COVERING IN ANY MANNER SUCH LOSS, OR WHICH WOULD HAVE COVERED SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE; EXCEPT IF ANY TYPE OF INSURANCE OTHER THAN FIRE EXTENDED TO COVER ADDITIONAL PERILS OR WINDSTORM INSURANCE APPLIES TO ANY LOSS TO WHICH THIS INSURANCE ALSO APPLIES, OR WOULD HAVE APPLIED TO ANY SUCH LOSS EXCEPT FOR THE EXISTENCE OF THIS INSURANCE, THE LIMIT OF LIABILITY OF EACH TYPE OF INSURANCE FOR SUCH LOSS, HEREBY DESIGNATED AS "JOINT LOSS", SHALL FIRST BE DETERMINED AS IF IT WERE THE ONLY INSURANCE, AND THIS TYPE OF INSURANCE SHALL BE LIABLE FOR NO GREATER PROPORTION OF JOINT LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM LOSS THAN THE LIMIT OF ITS LIABILITY FOR SUCH LOSS BEARS TO THE SUM

Document 1-1 Filed 03/03/21 Page 82 of 104

OF ALL SUCH LIMITS. THE LIABILITY OF THIS COMPANY (UNDER THIS POLICY)
FOR SUCH JOINT LOSS SHALE BE LIMITED TO ITS PROPORTIONATE PART OF
THE AGGREGATE LIMIT OF THIS AND ALL OTHER INSURANCE OF THE SAME
TYPE. THE WORDS "JOINT LOSS", AS USED IN THE FOREGOING, MEAN THAT
PORTION OF THE LOSS IN EXCESS OF THE HIGHEST DEDUCTIBLE, IF ANY, TO
WHICH THIS POLICY AND OTHER TYPES OF INSURANCE ABOVE REFERRED TO
ROTH APPLY BOTH APPLY.

PROVISIONS APPLICABLE ONLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING ESSPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS: THE TERM "DIRECT", AS APPLIED TO LOSS, MEANS LOSS, AS LIMITED AND CONDITIONED IN THIS POLICY, RESULTING FROM DIRECT LOSS TO DESCRIBED PROPERTY FROM THE PERIL(S) INSURED AGAINST. IF THE BUSINESS OF THE OWNER OR TENANT(S) OF THE DESCRIBED BUILDING(S) IS INTERRUPTED BY A STRIKE AT THE DESCRIBED LOCATION, THIS COMPANY SHALL NOT BE LIABLE FOR ANY LOSS DUE TO INTERFERENCE BY ANY PERSON(S) WITH REBUILDING, REPAIRING OR REPLACING THE PROPERTY DAMAGED OR DESTROYED OR WITH THE RESUMPTION OR CONTINUATION OF

- Community of the transport (1994年) Transport - Artifold (1994年) 「東京の経済を対しる基本できます。

District Condition of the State William State Condition of the State

og ekster ogsåretot. Fri til til frigsk faktione kommer i stemmene

20 18 18 9 T STATE OF THE STATE

and the second of the second o

on with a subtract of the 36.75 的复数大学性 1845年 18454 一点等性如此成为等数十分的一点点点的观点中间的表示。

CAUTION

WHEN THIS ENDORSEMENT IS ATTACHED TO ONE FIRE POLICY. THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



VANDALISM OR MALICIOUS MISCHIEF ENDORSEMENT

CF 10 21

(Ed. 04 77)

This policy is extended to insure against direct loss by Vandalism or Malicious Mischief as hereinafter provided, ONLY WHEN PREMIUM FOR EXTENDED COVERAGE AND FOR VANDALISM AND MALICIOUS MISCHIEF ARE SHOWN ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT.

VANDALISM OR MALICIOUS MISCHIEF means only the willful and malicious damage to or destruction of the property covered.

THIS COMPANY SHALL NOT BE LIABLE FOR LOSS-

- A. TO GLASS (OTHER THAN GLASS BUILDING BLOCKS) CONSTITUTING PART OF A BUILDING. STRUCTURE OR AN OUTSIDE SIGN:
- B. BY PILFERAGE, THEFT, BURGLARY OR LARCENY, EXCEPT THAT THIS COMPANY SHALL BE LIABLE FOR WILLFUL DAMAGE TO THE BUILDING(S) COVERED CAUSED BY BURGLARS IN GAINING ENTRANCE TO OR EXIT FROM THE BUILDING(S) OR ANY PART OF THE BUILDING(S);
- C. BY EXPLOSION OF STEAM BOILERS, STEAM PIPES, STEAM TURBINES OR STEAM ENGINES, IF OWNED BY, LEASED BY, OR OPERATED UNDER THE CONTROL OF THE NAMED INSURED; OR BY RUPTURE OR BURSTING OF ROTATING OR MOVING PARTS OF MACHINERY CAUSED BY CENTRIFUGAL FORCE OR MECHANICAL BREAKDOWN;
- D. FROM DEPRECIATION OR DETERIORATION;
- E. RESULTING FROM CHANGE IN TEMPERATURE OR HUMIDITY:
- F. IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF INSURANCE AGAINST THESE PERILS; BUT A BUILDING IN PROCESS OF CONSTRUCTION SHALL NOT BE DEEMED VACANT OR UNOCCUPIED, NOR SHALL THE UNOCCUPANCY PROVISION BE APPLICABLE TO PRIVATE DWELLING PROPERTY. ("VACANT" OR "VACANCY" MEANS CONTAINING NO CONTENTS PERTAINING TO OPERATIONS OR ACTIVITIES CUSTOMARY TO OCCUPANCY OF THE BUILDING WHILE OPERATIONS OR OTHER CUSTOMARY ACTIVITIES ARE SUSPENDED.)

NUCLEAR EXCLUSION (NOT APPLICABLE IN NEW YORK): LOSS BY NUCLEAR REACTION OR NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION, ALL WHETHER CONTROLLED OR UNCONTROLLED, OR DUE TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, IS NOT INSURED AGAINST BY THIS ENDORSEMENT, WHETHER SUCH LOSS BE DIRECT OR INDIRECT, PROXIMATE OR REMOTE, OR BE IN WHOLE OR IN PART CAUSED BY, CONTRIBUTED TO, OR AGGRAVATED BY VANDALISM OR MALICIOUS MISCHIEF.

CAUTION

WHEN THIS ENDORSEMENT IS ATTACHED TO ONE FIRE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

CF 10 21 (Ed. 04 77)

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 84 of 104

Section II **GENERAL LIABILITY** PULICY SYMBOL & NUMBER

ROYAL-GLOBE INSURANCE COMPANIES

500,000.

X X X X

These DECLARATIONS when combined with the GENERAL PROVISIONS and the coverage PART(S) and

500,000.

NIL

endorsements designated herein, complete the contract of insurance. PYA 15 45 15 **DECLARATIONS** The insurance afforded is only with respect to such of the following coverage Part(s) as are indicated by entry of an "X" below. Part 201—Comprehensive General Liability Part 205-Premises Medical Payments Part 209—Personal Injury Liability Insurance Insurance Insurance Part 202-Manufacturers' & Contractors' Part 206-Comprehensive Personal Part 210-Farmer's Comprehensive Personal Liability Insurance Insurance Insurance Part 203-Owners', Landlords' and Tenants' Part 207-Owners' & Contractors' Protective Part 211-Storekeeper's Liability Insurance Liability Insurance Insurance Part 204—Completed Operations and Products Part 208—Contractual Liability Liability Insurance Insurance Other (specify Part No. & Title) The limit of the company's liability against each such coverage shall be stated herein, subject to all the terms of the policy having reference hereto. LIMITS OF LIABILITY APPLICABLE TO PARTS COVERAGES EACH PERSON EACH OCCURRENCE* AGGREGATE 201 **Bodily Injury Liability** XXXX500,000. 500,000. THROUGH Property Damage Liability X X X X

*"EACH ACCIDENT" AS RESPECTS "PREMISES MEDICAL PAYMENTS"

Premises Medical Payments

See Applicable Coverage Part

FORM NUMBERS OF ENDORSEMENTS ATTACHED AT ISSUE

205

OTHER

CL68314, CL68524, G109, G209 81029, CL67903.

LOCATION OF PREMISES

NIL

The location of all premises owned by, rented to or controlled by the named insured is the same as declared for Section 1 -- Property Insurance, except as noted below.

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 85 of 104

THE FOLLOWING IS FURNISHED FOR INFORMATION ONLY.

DESCRIPTION OF TERMS USED AS PREMIUM BASES:

When used as a premium basis

- 1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes; (Comprehensive General; Owners', Landlords' and Tenants')
- 2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due; [Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Owners' and Contractors' Protective)
- 3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remit directly to a governmental division;
 - (Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; Completed Operations and Products)
- 4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
 - (Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations)
- 5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division; (Comprehensive General; Completed Operations and Products)
- 6. "cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

 (Contractual Liability Insurance (Designated Contracts Only))

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 86 of 104

Section II Part

COMPREHENSIVE GENERAL LIABILITY INSURANCE

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

I. COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
- but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured.
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (I) to property damage to premises alienated by the named insured arising out
 of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured:

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 87 of 104

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result

of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (I) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B.—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

GENERAL LIABILITY WOR	21-CV-00397=WE	SS-JUP DOCUII	EFFEC	IVE DA	0/ <u>4</u>	aye oc	POLICY SYMBOL	& NUMBER
							PYA 15	45 15
1. PREMISES-OPERATION a) Area—per 100 s b) Frontage—per Ii c) Remuneration— d) Receipts—per \$ e) Admissions—per \$ Heits per writ	NS quare feet near foot per \$100.	H <i>i</i>	ZARDS		4. S	TRUCTUR k) Rem m) Cost	AL ALTERATIO uneration—per —per \$100.	NS \$100.
d) Receipts—per \$e) Admissions—perf) Units—per unit	100. 100 admissions				5. P	n) Sales	-COMPLETED (per \$1000. iptsper \$100	
 ESCALATORS g) Number insured— INDEPENDENT CONTR. 					6. C	ONTRACT q) Numi r) Cost-	UAL ber insuredp per \$100.	er contract
h) Costper \$100.								
AZ- IRD NO.	DESCRIPTION OF HAZAF	RD & CODE		MIUM SES*	Bí	PD	ADVANCE B!	PREMIUMS PD
ELECTROPLATI	NG	3470	C) 1.32 C)	4,000	O IN	CL.	11	NCL.
WAREHOUSE (N	EVADA)	422 <u>5</u> (200	1 N	CL.		ICL.
ELECTROPLATI	NG	34702		,000	1 N	CL.	11	ICL.
PURCHASE ORD	ER AGREEMENT	1798					11	ICL.
PERSONAL INJ	URY	99980	15%				INCL.	ļ
BFPD		99982	20%					INCL
FIRE LEGAL		73800		000		INCL.		INCL
ADD'L. INSUR	ED	and the state of t	90% 6519				IN	cL.
		THE STATE OF THE S						
	·							
	The second secon				-			<u>.</u>
CODE & NUMBER OF UNITS, E.G.	00,000 SQ. FT. OF AREA = a-	100,000				Totals	SINCL.	ן ואכו די
licy period is more than year, premium is	EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY		Total Ad	Ivance		L.

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 89 of 104

Section II Part 205 PERSONAL INJURY LIABILITY INSURANCE

ROYAL-GLOBE INSURANCE COMPANIES

POLICY SYMBOL & NUMBER
PYA 15 45 15

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

SCHEDULE						
COVERAGE	INSURED'S PARTICIPATION	LIMIT OF LIABILITY				
P. Personal Injury Liability	0 %	AGGREGATE \$ 500,000.	Enter an X if exclusion (c) does not apply			

GROUPS OF OFFENSES

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by entry of an "X" below.

- X A. False Arrest, Detention or Imprisonment, or Malicious Prosecution
- X B. Libel, Slander, Defamation or Violation of Right of Privacy
- C. Wrongful Entry or Eviction or Other Invasion of Right or Private Occupancy

I. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A-false arrest, detention or imprisonment, or malicious prosecution;
- Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMIT OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 90 of 104 CONTRACTUAL LIABILITY URANCE (Blanket Coverage)

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations. SIGNED TO SEE THE STEEL OF THE PROPERTY OF THE Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, providing such attachment is stated in the policy declarations. Otherwise this endorsement is issued for attachment to and forms a part of the below numbered policy, effective on the date indicated, at 12:01A.M. AUTHORIZED REPRESENTATIVE Standard Time as stated in the policy. ADDITIONAL PREMIUM END. EFF. DATE (MO., DAY, YR.) POLICY NUMBER COMPANY PYA 15 45 Producer (and address for mailing) Named Insured (and address when necessary for mailing) Schedule

The insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by entry of limits of liability below. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY			
	EACH OCCURRENCE			
Contractual Bodily Injury Liability	500,000.			
	EACH OCCURRENCE	AGGREGATE		
Contractual Property Damage Liability	500,000.	500,000.		

The following exclusions do not apply with respect to any "construction agreement":

		PREMIUM	R	ATES	ADVANCE	PREMIUM
DESIGNATION OF CONTRACTS COVERED	CODE	BASES	Bi	• PD	81	PO
All written agreements except labor union agreements, ncidental contracts, agreements with railroads		(R) COST-PER \$100. (S) SALES-PER \$1000.				
PURCHASE ORDER AGREEMENT	17985	10% OF PRODUCTS			1	NCL.
				Total	1 N	CL.

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

COVERAGES—CONTRACTUAL BODILY INJURY LIABILITY CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or

property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

- any arbitration proceeding wherein the company is not entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceedings, or
- (2) any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

xclusions

This insurance does not apply:

(a) to liability of the indemnitee resulting from his sole negligence;

- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including
 - (i) the preparation or approval of maps, contracts, drawings, plans, opinions, reports, tests, surveys, change orders, designs or specifications, and
 - (ii) supervisory, inspection or engineering services;
 - (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - the preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, surveys, change orders, designs or specifications, or
 - (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any action or condition incident to any of the foregoing;
- (d) to bodily injury or property damage for which the indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes if such liability is imposed

- pertaining to the sale, gift, distribution or use of any alcoholic beverage
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;

- (e) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (f) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project:
- (g) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (h) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (i) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (i) to broughty gameds to the named instruct, and diets arising out of archibiogness Section 1999 or any part of such products;
- (k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (I) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (m) to bedily injury or property damage arising out of the ownership, maintenance. operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (n) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental:

Unless stated in the schedule above as not applicable, the following exclusions also apply to contractual liability assumed by the insured under any agreement relating to construction operations.

This insurance does not apply:

- (o) to bodily injury or property damage arising out of construction, ownership, repair, maintenance, operation, use, loading or unloading of any watercraft;
- (p) to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (q) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (r) to property damage included within
 - (1) the explosion hazard,
 - (2) the collapse hazard, or
 - (3) the underground property damage hazard.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (i) by, or began of the wide from the person of the wide from the wide f so designated and his spouse, but only with respect to the conduct of a business of which he is the sole proprietor;
 - (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

CONTRACTUAL BODILY INJURY LIABILITY

The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

CONTRACTUAL PROPERTY DAMAGE LIABILITY

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the pesult of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

CONTRACTUAL BOOILY INJURY AND PROPERTY DAMAGE

PRETABILITYS

For the purpose of determining the limit of the company's liability all bodily injury Cand property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ENDORSEMENT TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner? 🗀

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent,

VI. ADDITIONAL CONDITION

Arbitration 4

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to the company. The named insured shall notify the company of all other written contracts entered into during the policy period to which this insurance applies.

When used as a premium basis:

- 1. the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (o) or (p) apply, unless such exclusions are voided in the schedule.
- 2. the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

ROYAL GLOBE

BROKES PORT PROPERTY WAS LOVERAGE Antibating Elimpher 103/22 in 189 ge 92 of 104

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

COUNTERSIGNED BY:

FOLLIS BURDON NUMBER OF MENTHERN CALFORNA MERRANCE BROKERS

BY

AUTHORIZED REPRESENTATIVE

COMPANY

RODUCER CODE		ENDORSEMENT EFFECTIVE DATE	(MO., DAY, YR.)	POLICY SYMBOL & NUMBER	R
	Named Insured (and address, zip code when necessary for mailing)	 Γ	Producer (and address,	zip code, for mailing)	7
	L	 L			_]

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):
 - (y) to property damage
 - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,
 - (b) tools or equipment while being used by the insured in performing his operations,
 - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
 - (z) with respect to the completed operations hazard and with respect to any classification stated below as "including completed operations", to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

Classifications



G109 (Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Additional Premium \$ ___

Policy No.

PYA 15 45 15

Endorsement No.

Named Insured

ROLLING BURDICK HUNTER OF PERTINENT CALVERYAN RESERVE ERROR

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)

319 - 3RD STREET BRODERICK, CALIFORNIA Name of Person or Organization (Additional Insured)

JOHN REUTER C/O LEO GRANUCCI 1318 C STREET SACRAMENTO, CALIF. **Annual Premiums**

Bodily Property Injury Damage Liability Liability

INCL. INCL.

G109 (Ed. 7-66)



G209 (Ed. 11-69)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

PYA 15 45 15

Endorsement No.

ROLLING BURDACK HARTER OF PARTHERN CALFORNIA BICHRINGE BROKEN

Named Insured

Additional Premium \$ _

Countersigned by (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE SMP LIABILITY INSURANCE STOREKEEPERS INSURANCE

REAL PROPERTY-LIABILITY-FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

With respect to the insurance provided by this endorsement, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

> Description of Property

Liability

Rate (per \$100 of Limit)

Annual Premium

319 - 3RD STREET BRODERICK, CALIF. \$ 25.000ach occurrence

INCL.

INCL.

Cas@e2t201-6V-00ad750WBS-JDP Document 1-1 Filed 03/03/21 Page 95 of 104

INLAND MARINE

SCHEDULED PROPERTY FLOATER

ROYAL-GLOBE INSURANCE COMPANIES

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

POLICY SYMBOL & NUMBER

PYA 15 45 15

s VARIOUS

In reliance upon the statements in the Declarations made a part hereof, and in consideration of the stipulations herein named, and the payment of premium, this Company agrees with the Named Insured, subject to the limits of liability, exclusions, conditions and other terms of this insurance.

SUBJECT TO FORM NO.

X68630A, CN67518A

Paste Attachments Below This Line

This insurance shall not be valid unless ENDORSEMENT ISSUED BY THIS COMPANY IS ATTACHED HERETO, AND IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS AND TO THE CONDITIONS PRINTED ON THE BACK HEREOF, WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

BCP

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 96 of 104

CONDITIONS

- Misrepresentation and Fraud. This entire policy shall be void if, whether
 before or after a loss, the Insured has concealed or misrepresented any material
 fact or circumstance concerning this insurance or the subject thereof, or the
 interest of the Insured therein, or in case of any fraud or false swearing by the
 Insured relating thereto.
- 2. Notice of Loss. The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
- 3. Examination Under Oath. The Insured, as often as may be reasonably rerequired, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
- 4. Valuation. The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 5. Settlement of Loss. All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
- No Benefit to Bailee. This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.
- 7. Subrogation or Loan. If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced,

- and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.
- 8. Loss. Any loss hereunder shall not reduce the amount of this policy, except in the event of payment of claim for total loss of an item specifically scheduled hereon. If claim is paid for total loss of one or more scheduled items, the unearned premium applicable to such items will be refunded to the Insured or applied to the premium due on item(s) replacing those on which the claim was paid.
- 9. Pair, Set or Parts. In the event of loss of or damage to:
 - (a) any article or articles which are a part of a pait or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
 - (b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.
- 10. Protection of Property. In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
- 11. Suit. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- 12. Appraisal. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

KANSAS AND NEBRASKA EXCEPTION: Suit Clause — If this policy is issued in the State of Kansas or Nebraska, the words "five (5) years" are substituted for the words "twelve (12) months" in Condition 11.

NEBRASKA EXCEPTION: Misrepresentation and Fraud Clause — If this policy is issued in the State of Nebraska, the following endorsement will apply: Anything in the policy to the contrary notwithstanding it is understood and agreed that no oral or written misrepresentation or warranty made in negotiation for this policy by the insured, or in his behalf, shall be deemed material or defeat or avoid the policy unless such misrepresentation or warranty deceived the company to its injury. The breach of a warranty or condition of this policy shall not avoid the policy nor avail the company to avoid liability unless such breach shall exist at the time of the loss and contribute to the loss.

Case 2:21-cy-00397-WBS-1DP Document 1-1 Filed 03/03/21 Page 97 of 104

("ALL BISKS" FL .A) For Attachment to SMP Policies NAMED INSURED POLICY SYMBOL & NO. PYA 15 45 LIMITS OF LIABILITY RATE INCL. INCL. AS PER FORM

1. The provisions and stipulations of this endorsement shall apply only to the property covered hereunder and none of the provisions and stipulations otherwise applicable to Section 1 of this policy, including any other endorsement made a part thereof except the Cancellation provision, shall apply to the insurance hereunder:

2. THIS ENDORSEMENT COVERS:

Goods and merchandise, (including packages) consisting of

ELECTROPLATING MATERIALS

being property of the Insured, their own or held by them in trust, or on commission, or on consignment, or on which they have made advances, or sold but not delivered. Loss, if any, payable to Insured or order.

- THIS INSURANCE COVERS ONLY WHILE THE PROPERTY INSURED IS IN THE CUSTODY OF:
 - (a) Any railroad, railway express and/or railroad express company (including the risk white on ferries and/or in cars on transfers or lighters);

(b) Public truckmen, land transfer and/or land transportation companies.

(c) The Insured while in or on vehicles owned, leased or hired by the Insured.

(d) Scheduled Airlines for Air Express or Air Cargo.

This endorsement also covers while on docks, wharves, piers, bulkheads, in depots, stations and/or on platforms, but only while in the custody of a common carrier incidental to transportation.

This insurance attaches from the time the goods leave the factory, store or warehouse at initial point of shipment, and covers thereafter continuously, in due course of transportation, until same are delivered at store or warehouse at destination.

- 4. LIMITS OF LIABILITY: The liability of this Company shall in no event exceed the individual limits of liability set forth in the following schedule of limits.

any other charges, or expenses, or all combined.

5. THIS ENDORSEMENT INSURES AGAINST:

ALL RISKS OF DIRECT PHYSICAL LOSS OF OR DAMAGE TO THE INSURED PROPERTY FROM ANY EXTERNAL CAUSE EXCEPT AS HEREINAFTER EXCLUDED.

THIS ENDORSEMENT DOES NOT INSURE AGAINST DIRECT LOSS OR DAMAGE CAUSED BY OR RESULTING FROM:

(a) Delay, loss of market, indirect or consequential loss of any kind;

- (b) Unexplained loss, mysterious disappearance; nor loss or shortage disclosed upon taking inventory;
- (c) Strikes, Lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder:

(d) Wear, tear, gradual deterioration, inherent vice, insects and/or vermin, contamination;

- (e) Neglect of the insured to use all reasonable means to save and preserve the property at and after any disaster insured against;
- (f) Misappropriation, secretion, conversion, infidelity or any dishonest act on part of the insured or other party of interest, his or their employees or agents. or others to whom the property may be entrusted (carriers for hire excepted);
- (g) Leakage, breakage, marring, scratching, wet or dry rot; or by being spotted, discolored, moulded, rusted, frosted, soured, steamed or changed in flavor unless any such loss or damage is directly caused by fire, lightning, cyclone, tornado, windstorm, flood, earthquake, or by collision, derailment or overturning of conveyance, collapse of bridges, burning, stranding, sinking or collision of a vessel;
- (h) Loss or damage to accounts, bills, currency, bullion, jewelry, watches, precious stones, furs, deeds, evidence of debt, money, notes, securities, and salesmen's samples:
- (i) Loss or damage to shipments that have been either refused or are returned by the receiver thereof;
- (i) Loss or damage to export or import shipments, or to risks by mail;
- (k) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radio-active force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade.
- (!) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this endorsement;

7. REPORT AND PREMIUM ADJUSTMENT PROVISIONS

PREMIUM READJUSTMENT AND REPORT OF SHIPMENTS

___, worth of shipments made during the period insured, and The premium charged under this endorsement is based on an estimate of \$_____ will report to this Company the actual value of all shipthe insured warrants that at the end of_ ments covered hereunder during the period for which such report is required, and upon the total of all reported shipments exceeding in the aggregate the said estimate of \$ _______the insured agrees to pay to promise the property of the property in the actual shipments falling short of the said estimate of \$ _______the first property in the actual shipments falling short of the said estimate of \$ _______then this Company will return premium at the same rate on the deficiency, but no return premium shall become due or payable until the expiration of this endorsement; it being understood that by the acceptance of this readjustment clause, the reinstatement clause No. 16, in the conditions of this endorsement is waived.

RECORD OF SHIPMENT

The Insured also agrees to keep a true record of all shipments insured hereunder, and agrees to keep such records open to the inspection of representatives of this Insurance Company at all times during business hours.

THIS ENDORSEMENT IS SUBJECT TO ADDITIONAL STIPULATIONS PRINTED ON THE BACK HEREOF.

CONDITIONS

- The valuation of the property covered hereunder shall be the actual invoice cost, including prepaid freights, together with such costs and charges since
 shipment as may have accrued and become legally due thereon, and all premiums under this endorsement shall be paid on this basis. If there is no invoice,
 the valuation of the property insured hereunder shall be the actual cash market value of the property insured at point of destination on the date of the
 disaster.
- 2. TERRITORIAL LIMITS. This endorsement covers within and between the forty-eight contiguous states of the United States of America, the District of Columbia and the Dominion of Canada.
- 3. OTHER INSURANCE. If at the time of loss or damage there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this endorsement shall apply only as excess insurance over such other insurance.
- 4. MISREPRESENTATION AND FRAUD. This entire endorsement shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.
- 5. MACHINERY. In the event of loss of or damage to machinery consisting, when complete for sale or use, of several parts, the Company shall only be liable for the value of the parts lost or damaged.
- 6. LABELS. In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.
- 7. NO BENEFIT TO BAILEE: This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.
- 8. NOTICE OF LOSS. The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this endorsement and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
- SETTLEMENT OF LOSS. All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
- 10. APPRAISAL. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
- 11. PROTECTION OF PROPERTY. In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
- 12. SUBROGATION OR LOAN. If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.
- 13. IMPAIRMENT OF RECOVERY RIGHTS. Any act or agreement by the insured before or after loss or damage whereby any right of the insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailed or other party liable therefor, is released, impaired or lost, shall render this policy null and void, but the insurer's right to retain or recover the premium shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.
- 14. CLAIMS AGAINST THIRD PARTIES. In the event of any loss of or damage to the property covered hereunder the insured shall immediately make claim in writing against the carrier(s), bailee(s) or others involved.
- 15. **EXAMINATION UNDER OATH.** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
- 16. AUTOMATIC REINSTATEMENT. Each claim paid hereunder reduces the amount of insurance by the sum paid, but the amount of such loss shall be reinstated automatically and a pro rata additional premium shall be payable from the date of the occurrence when the amount of such loss is determined.
- 17. SUIT. No suit, action or proceeding for the recovery of any claim under this endorsement shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- 18. ASSIGNMENT. This endorsement shall be void if assigned or transferred without the written consent of this Company.
- 19. AGENT OF INSURED. If any party or parties other than the Insured have procured this Policy, or any renewal thereof, or any endorsement thereon, they shall be deemed to be the Agents of the Insured and not of this Company in any and all transactions and representations relating to this insurance.
- CONFORMITY TO STATUTE. Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to
 conform to such statutes.

类的复数 医外胚的 网络牙克尔

THIS ENDORSEMENT MUST BE ATTACHED TO CHANGE ENDORSEMENT MLB-20 WHEN ISSUED AFTER THE POLICY IS WRITTEN.

OYAL-GLOSA	EXCESS OF LOSS OVER DEDUCTIBLE AMOUNT Type policy number only, in this section above the heavy line policy declarations.	line, IF issued with policy	and attachment state
MSURANCE	Inless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement	SIGNEDIAS BURENCH HANTER OF HORTER By Mary Drubins	26
COMPANY	out at the same time or hour of the day as the policy became effective.	END. EFF. DATE (MO., DAY, YR.)	POLICY SYMBOL & NUMBER PYA 15 45 15
Γ	Named Insured (and address, zip code when necessary for mailing)	Producer (and address,	zip code, for mailing)
	_	L	
	It is agreed that the policy applies, subject to the following provisions:		
	The company shall not be liable under TRANSPORTAT	ION X68630A of the appropriate cover	(AGE)
	on account of any loss, except to the extent such loss is in excess of \$ plying to such excess only, subject otherwise to the applicable limit of the co		, with the insurance then ap-
CN67518A			

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 100 of 104

Section VI Par. J3
BURGLARY INSURANCE

ROYAL-GLOBE INSURANCE COMPANIES

POLICY SYMBOL & NUMBER

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein, and the GENERAL PROVISIONS complete the contract of insurance.

	A PYA 15 45 15 ar	DECLARATIONS			
ITEM 1	TOTAL LIMITS OF LIABILITY	COVERAGES			
	AS PER SCHEDULE IN ITEM 8	Insuring Agreement I Lo	ss Inside the Premises Coverage		
	AS PER SCHEDULE IN ITEM 8	Insuring Agreement II Lo	ss Outside the Premises Coverage		
	AS PER SCHEDULE ON ENDORSEMENT \$ NIL	Insuring Agreement III Bu	rglary Coverage on Merchandise	442	
	AS PER SCHEDULE ON ENDORSEMENT \$ NIL		rglary and Theft Coverage on Merchand	ise	
	AS PER SCHEDULE ON ENDORSEMENT \$ 1,000.		obery and Safe Burglary		
ITEM 2	THE LIABILITY OF THE COMPANY IS SUBJECT				
2	PART 606				
			,		
	·				
ITEM 3	THE EFFECTIVE DATE OF THIS ENDORSEMENT IS THE INCEPTION DATE OF THE POLICY, AS SHOWN ON PAGE 1, UNLESS OTHERWISE STATED.				
ITEM 4	NOT MORE THAN ONE MESSENGER WILL HAVE CUSTODY OF THE INSURED PROPERTY OUTSIDE THE PREMISES AT ANY ONE TIME, UNLESS OTHERWISE STATED HEREIN.				
ITEM 5	EACH MESSENGER WHILE OUTSIDE THE PREMISES WILL BE ACCOMPANIED BY AT LEAST Guards				
ITEM 6	THE INSURED PROPERTY WHILE OUTSIDE THE PREMISES IN THE CUSTODY OF A MESSENGER WILL BE CONVEYED IN employed for the exclusive use of the messenger and his guard, if any, throughout the entire trip.				
ITEM 7	THE INSURED PROPERTY WILL NOT BE CONVEYED OUTSIDE THE PREMISES BY ANY ARMORED MOTOR VEHICLE, UNLESS STATED HEREIN. ← (enter maximum number of such vehicles as of any one time).				
ITEM	SCHEDULE				
8	LOCATIONS			LIMITS OF INSURANCE \$ INSURING AGREEMENT II	
	1		INSUAING AGREEMENT I	INSURING AGREEMENT II	
	2				
	3				
	•			1	
	4				

The Insuring Agreements, General Agreements, Conditions and Limitations and other terms of this endorsement shall apply only as specified herein and none of the provisions, stipulations and other terms of the policy to which this endorsement is attached shall apply to insurance hereunder except as expressly provided in this endorsement.

The Company, in consideration of the payment of premium, and subject to all applicable Declarations, Conditions and Limitations of the policy herein, and to all other terms and provisions of this Part including endorsements thereof, if any, agrees with the Insured named on page 1 of this policy in accordance with each of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of insurance in the Table of Limits of Liability of this part, to pay the Insured for coverages in accordance with the Insuring Agreements separately provided in the forms and endorsements attached hereto:

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 101 of 104

EXCLUSIONS

INSURING AGREEMENTS

LOSS INSIDE THE PREMISES COVERAGE

 Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof within the Premises or within any Banking Premises or similar recognized places of safe deposit.

Loss of (a) other property by Safe Burglary or Robbery within the Premises or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the Premises or attempt thereat or by felonious abstraction of such container from within the Premises or attempt thereat.

Damage to the Premises by such Safe Burglary, Robbery or felonious abstraction, or by or following burglarious entry into the Premises or attempt thereat, provided with respect to damage to the Premises the Insured is the owner thereof or is liable for such damage.

LOSS OUTSIDE THE PREMISES COVERAGE

11. Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof outside the Premises white being conveyed by a Messenger or any armored motor vehicle company, or while within the living quarters in the home of any Messenger.

Loss of other property by Robbery or attempt thereat outside the Premises while being conveyed by a Messenger or any armored motor vehicle company, or by theft while within the living quarters in the home of any Messenger.

GENERAL AGREEMENTS

JOINT INSURED

A. If more than one Insured is covered under this endorsement, the Insured first named shall act for itself and for every other Insured for all purposes of this endorsement. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Section 6, constitute knowledge possessed or discovery made by every Insured. If, prior to the cancellation or termination of this endorsement, this endorsement or any Insuring Agreement hereof is canceled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. Payment by the Company to the Insured first named of any loss under this endorsement shall fully release the Company on account of such loss. If the Insured first named ceases for any reason to be covered under this endorsement, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this endorsement.

LOSS UNDER PRIOR POLICY

B. If the coverage of an Insuring Agreement of this endorsement is substituted for any prior policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior policy if terminated, canceled or allowed to expire as of the time of such substitution, the Company agrees that such Insuring Agreement applies to loss which is discovered as provided in Section I of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (1) the insurance under this General Agreement B shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this endorsement;
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
- (3) recovery under such Insuring Agreement on Account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS

EFFECTIVE PERIOD, TERRITORY, DISCOVERY

"EFFECTIVE PERIOD" means the period from noon on the inception date to noon on the expiration date, both as shown on page 1 of the policy of which this endorsement forms a part, unless otherwise stated, standard time as to both dates at the Insured's mailing address shown on said page.

Section 1. As respects Insuring Agreements I and II, loss is covered under this endorsement only if discovered not later than one year from the end of such Effective Period.

Subject to General Agreement B:

(a) this endorsement applies only to loss which occurs during the Effective Period of this endorsement within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada. Section 2. This endorsement does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any Insured, a partner therein, or by an officer, employee, director trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others; except that as respects insurance provided under Insuring Agreements I. II and V this exclusion does not apply to safe burglary or robbery or attempt thereat by other than an insured or partner.
- (b) To loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) To loss (1) due to the giving or surrendering of Money or Securities in any exchange or purchase; (2) due to accounting or arithmetical errors or omissions; or (3) of manuscripts, books of accounts or records;
- (d) under Insuring Agreement I, to loss of Money contained in coin operated amusement devices or vending machines, unless the amount of Money deposited within the device or machine is recorded by a continuous recording instrument therein:
- (e) under Insuring Agreement II, to loss of insured property while in the custody of any armored motor vehicle company, unless-such loss is in excess of the amount recovered or received by the Insured under (1) the Insured's contract with said armored motor vehicle company, (2) insurance carried by said armored motor vehicle company for the benefit of users of its service, and (3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this endorsement shall cover only such excess;
- (f) To loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
- (g) To loss, other than to money, securities, a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against.

DEFINITIONS

Section 3. The following terms, as used in this endorsement shall have the respective meanings stated in this Section:

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either Money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.

"Premises" means the interior of that portion of any building with respect to which insurance is afforded as shown by an amount of insurance opposite the description thereof on the schedule of insurance of the policy of which this endorsement forms a part and which is occupied by the Insured in conducting its business.

"Banking Premises" means the interior of that portion of any building which is occupied by a banking institution in conducting its business.

"Messenger" means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property outside the Premises.

"Custodian" means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have care and custody of the insured property within the Premises, excluding any person while acting as a watchman, porter or janitor.

"Guard" means any male person not less than seventeen nor more than sixtyfive years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.

"Robbery" means the taking of insured property (1) by violence inflicted upon a Messenger or a Custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by a partner or Employee of the Insured; (4) from the person or direct care and custody of a Messenger or Custodian who had been killed or rendered unconscious; or (5) (a) from within the Premises by means of compelling a Messenger or Custodian by violence or threat of violence while outside the Premises to admit a person into the Premises or to furnish him with means of ingress into the Premises, or (b) from a showcase or show window within the Premises while regularly open for business, by a person who has broken the glass thereof from outside the Premises.

"Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe, the doer of which is equipped with a combination lock, located within the Premises by a person making a felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 102 of 104

Section VI Part 603 Burglary Insuice

such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the Premises.

"Loss" includes damage.

OWNERSHIP OF PROPERTY; INTERESTS COVERED

Section 4. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided, the insurance applies only to the interest of the Insured in such property, including the Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the second paragraph of Section 6 is applicable to them.

BOOKS AND RECORDS

Section 5. The Insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

LOSS: NOTICE: PROOF; ACTION AGAINST COMPANY

Section 6. Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall: (a) give notice thereof as soon as practicable to the Company or any of its authorized agents and also to the police if the loss is due to a violation of law; (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss.

Upon the Company's request, the Insured shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this endorsement the shortest permissible statutory limitation of time shall govern and supersede the time limitation herein stated

VALUATION — PAYMENT — REPLACEMENT

Section 7. In no event shall the Company be liable as respects Securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Company may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Company has made indemnification shall become the property of the Company.

In case of damage to the Premises or loss of property other than Securities, the Company shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such Premises or property or of replacing same with property or material of like quality and value. The Company may,

at its election, pay such actual cash value, or make such repairs or replacements. If the Company and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

RECOVERIES

Section 8. If the Insured shall sustain any loss covered by this endorsement which exceeds the applicable amount of insurance hereunder, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this endorsement until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Company. The insured or the company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

LIMITS OF LIABILITY

Section 9. The liability of the Company for loss sustained by any or all of the Insured shall not exceed the amount for which the Company would be liable had all such loss been sustained by any one of the Insured.

The applicable limit of liability stated in the Table of Limits of Liability of this endorsement is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the Premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this endorsement shall continue in force and the number of premiums which shall be payable or paid, the limit of the Company's liability as specified in the Table of Limits of Liability of this endorsement shall not be cumulative from year to year or period to period.

OTHER INSURANCE

Section 10. If there is any other valid and collectible insurance which would apply in the absence of this insurance, the insurance under this endorsement shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the Insured.

SUBROGATION

Section 11. In the event of any payment under this endorsement the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatsoever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

CANCELATION OF POLICY OR INSURING AGREEMENT

Section 12. This endorsement or any Insuring Agreement thereof may be canceled in accordance with lines 56 to 67 on page 2 of the Policy of which it forms a part.

NO BENEFIT TO BAILEE

Section 13. The insurance afforded by this endorsement shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

ASSIGNMENT

Section 14. Assignment of interest under this endorsement shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, this endorsement shall cover the Insured's legal representative as Insured.

Case 2:21-cy-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 103 of 104 Section VI Part f

BURGLARY ENDORSEMENT INSURING AGREEMENT V (Robbery & Safe Burglary)

ROYAL-GLOBE INSURANCE COMPANIES

POLICY SYMBOL & NUMBER

This coverage PART, the DECLARATIONS and other coverage PART(S), or endorsements referred to herein,

and the GENERAL PROVISIONS complete the contract of insurance. PYA 15 45 15 It is agreed that the policy is amended by adding to the Table of Limits of Liability the following: The insurance afforded is only with respect to such of the following coverages as are indicated by a specific limit of insurance applicable thereto. LIMITS OF INSURANCE \$ LOCATION OF PREMISES COVERAGE B COVERAGE C ROBBERY INSIDE ROBBERY OUTSIDE SAFE BURGLARY 1. 632 SO EL DORADO ST 500 500 STOCKTON, CALIFORNIA 2. 3. **TOTALS** 500 500. 2. Custodian and_ other persons shall be on duty at all times when the premises are open for business. 3. Not more than one messenger shall have custody of the insured property outside the premises at any one time, unless otherwise stated herein. 4. Each messenger while outside the premises shall be accompanied by at least__ 5. The insured property while outside the premises in the custody of a messenger shall be conveyed in employed for the exclusive use of the messenger and his guard, if any, throughout the entire trip. 6. DESCRIPTION OF SAFE (d) Type door & thickness of steel in each door exclusive of bolt work in inches ROUND SCREW SQUARE (b) NUMBER STYLE OR LETTER (e) Each door is equipped with a combination lock (c) MANUAL CLASS (a) MAKER'S NAME DOOR unless otherwise stated below Outer I. Inner Chest Outer 2. inner Chest Outer 3. Inner Chest 7. During the policy period, the burglar alarm system described below shall be maintained in proper working order and connected at all times when the premises are not open for business. CONNECTED WITH GONG OUTSIDE OF KEYS TO PREMISES IN POSSESSION OF ALARM CONNECTED CLASSIFIED BY UNDERWRITERS' LABORATORIES, INC. WITH OUTSIDE CENTRAL STATION LOC. NAME OF ALARM COMPANY OF ALARM COMPANY CLASS INSTALLATION CERTIFICATE PREMISES NUMBER No Yes Nα Nο Yes Yes 1. EFFECTIVE EXPIRES NUMBER Yes No No Yes No Yes 2. EFFECTIVE EXPIRES NUMBER Yes No No No Yes Yes

EFFECTIVE

EXPIRES

3.

Case 2:21-cv-00397-WBS-JDP Document 1-1 Filed 03/03/21 Page 104 of 104

It is agreed that the policy is amended by adding the following:

INSURING AGREEMENTS

Coverage A-Robbery Inside the Premises

To pay for loss of money, securities and other property by robbery or attempt thereat within the premises.

To pay for damage to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

Coverage B-Robbery Outside the Premises

To pay for loss of money, securities and other property by robbery or attempt thereat outside the premises while being conveyed by a messenger.

Coverage C-Safe Burglary

To pay for loss of money, securities and other property from within the vault or safe described in the declarations herein, by safe burglary or attempt thereat...

To pay for damage to property, other than money and securities, and to the premises by such safe burglary or attempt thereat, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

SPECIAL PROVISIONS applicable to this insurance

1. Exclusion (a), Section 2, is amended to read as follows:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, whether acting alone or in collusion with others.
- The following paragraph is added to Section 9, "Limits of Liability,":
 Subject to the other provisions of this condition, any payment made by the company because of loss under Coverage C shall reduce the applicable limit of insurance, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the company.
- 3. The following conditions are made a part of this endorsement:
 - a) If for reasons beyond the insured's control
 - (a) the insured fails to maintain the alarm system stated in the declarations but, until such alarm system has been fully restored to proper working condition, the insured provides at least one watchman within the premises at all times when the premises are not open for business and such watchman is in addition to any number of watchmen specified herein, or
 - (b) the insured fails to maintain any other service stated in this endorsement. the insurance provided by the policy shall apply only in the reduced amount which the premium for this insurance would have purchased, in accordance with the company's manual as of the commencement of such failure, in the absence of any agreement of the insured to maintain such service.
 - b) Declarations. By acceptance of this endorsement the insured agrees that the statements in the declarations are the agreements and representations of the insured, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement and the policy to which it is attached embodies all agreements existing between the insured and the company or any of its agents relating to this insurance.